Brown's River
Records Preservation Services

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Town Clerk

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Ella A. Pike – J. M. Spaulding

Know all men by these presents that I Ella A. Pike of Southboro. in the County of Worcester and Commonwealth of Massachusetts. in consideration of one thousand dollars paid by J. M. Spaulding of Boston in the County of Suffolk and Commonwealth aforesaid. the which whereof is hereby acknowledged, do hereby grant. sell. transfer. and deliver unto the said J. M. Spaulding the following goods and chattels. namely.

all and singular the said goods and chattels in building. No. 171 & 173 Court Street. Boston. used as a lodging house and restaurant. meaning and intending to convey. all the stock. fixtures. furniture. and other property used in said lodging house and restaurant. and for identification more particularly described as follows:

9 hundred Tables. 1 Griddle cake iron. 40 imported Vienna chairs. 10 castors. 13 sugars. 2 large pitchers. 1 showcase. 1 counter. 1 tea can. 1 coffee can. 1 money drawer. 5 catsup bottles. 8 mustard bowls. 8 salts. 4 doz. tumblers. 4 doz. cups & saucers. 4 1/3 doz knives and forks. 3 doz tea spoons. 1 doz. table spoons. 3 doz. six inch plates. 2 1/2 doz. individual potato dishes. 5 doz. six inch plates. 4 doz. 7in plates. 9 bowls. 1 coal stove. 2 coal scuttles. 1 coal shovel. 2 small mirrors. 1 office chair. 4 double arm gas fixtures. 3 bracket lamps. 1 lantern. 1 water tank. 1 paper rack. 1 tea & coffee urn. 1 milk chest. 1 ice chest. 1 steam table and fixtures. 1 9-hole range. 1 steam boiler. 1/2 doz. frying pans. 2 large iron kettles. 3 stew boilers. 1 jacket kettle. 1 meat saw. 2 large mixing pans. 1 large chopping tray. 1 doz. 8-qt. bean pots. 1 coal shovel 9 biscuit pans. 1 wood saw. 1 wash tub. 1 wash board. ladles. 5 small ladles. 1 colander. and many other necessary cooking utensils. 1 set grocers scales.

Chamber. — 1 pine set. 6 pieces. 7 black walnut. marble top chamber sets. 6 & 7 pieces each. 9 carpets. 4 coal stoves. 8 soft top mattresses. 9 woven wire springs. 16 pillows. 16 sheets. 32 pillow slips. 16 quilts. 8 chambers. 1 folding bed. 1 bureau. 1 mirror. 3 chairs. 3 black walnut wardrobes. 1 doz. common lamps. 8 ewers and basins. 1 commode. 1 bed lounge. 1 mattress. 8 curtains. 75 napkins. 1 clock. Together

with all property that may be added thereto or put in for purpose of renewing the property now therein, and in case of foreclosure, as hereinafter provided. I agree to assign to said Spaulding or her legal representatives the lease of said premises and this agreement shall be binding upon my executors, administrators, and assigns. This agreement however, being subject to agreement for assignment of lease in a mortgage of even date given by me to Fred Preston.

To have and to hold all and singular the said goods and chattels to the said J. M. Spaulding and his executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, except a mortgage for seven hundred dollars in favor of Fred. Preston, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators or assigns, shall pay unto the vendee or his executors, administrators, or assigns, the sum of one thousand dollars, as follows, two hundred fifty dollars in 3 months, two hundred fifty dollars in 6 mos. five hundred dollars in one year from this date, with interest as stated in three notes of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than one thousand dollars for the benefit of the vendee and her executors, administrators, and assigns, in such form and in such insurance companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the vendee or her representatives, attempt to sell or to remove from said premises, 71 & 173 & 1/2 South St. Boston, the same or any part thereof, - then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee, or her executors, administrators, or assigns, may sell the

said goods and chattels at public auction, first giving to the mortgagor or to the person in possession of the property claiming the same written notice of the intention to foreclose the mortgage for breach of the condition thereof, which notice shall be served by leaving a copy with the mortgagor or person in possession of the property claiming the same, or by publishing it at least once a week for three successive weeks in one of the principal newspapers published in the town or city where the mortgage is properly recorded, or where the property is situated, or if there is no such paper, in one of the principal newspapers published in said county. And out of the money arising from such sale, the vendee or her representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by her or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the vendee or her executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the vendee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Ella T. Pike hereunto set my hand and seal this fifteenth day of August in the year one thousand eight hundred and ninety four.

Signed and sealed in presence of } Ella T. Pike (L.S.)

Received and recorded Aug. 23d 1894. 9h. 0m. A.M.

A true copy. Attest. Henry A. McMaster
Town Clerk

Eldr. F. Pike - Fred. Pres't.,

Know all men by these presents, that I Eldr. F. Pike of Southboro, in the County of Worcester, Commonwealth of Massachusetts in consideration of Seven hundred dollars paid by Fred Pierce of Somerville, County of Middlesex and said Commonwealth, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Fred Pierce, the following goods and chattels, namely;

all and singular the said goods and chattels in building No 171 & 173 Court St. Boston, in the County of Suffolk, and said Commonwealth, used as a lodging house and as restaurant meaning and intending to convey all the stock, fixtures, furniture and other property used in said lodging house and restaurant and for identification more particularly described as follows, —;

9 hardwood tables, 1 griddle cake iron, 40 imported Vienna chairs, 10 castors, 13 sugars, 2 large pitchers 1 show case, 1 counter, 1 tea can, 1 coffee can, 1 money drawer, 5 catsup bottles, 8 mustard bowls, 8 salts, 4 doz. of tumblers, 4 cups and saucers, 4½ doz. knives and forks, 3 doz. tea spoons, 3 doz, 6 in plates, 2½ doz. individual potato dishes, 5 doz. 6 in plates, — 4 doz. 7 in plates, 9 bowls, 1 coal stove, 2 coal scuttles, 1 coal shovel, 2 small mirrors, 1 office chair, — 4 double arm gas fixtures, 3 bracket lamps, 1 lantern, 1 water tank, 1 paper rack, 1 tea and coffee urn, 1 milk chest, 1 ice chest, 1 steam table and fixtures, 1-9 hole range, 1 steam boiler, ½ doz. frying pans, 2 large iron kettles, 3 sleeve boilers, 1 jacket-kettle, 1 meat saw, 2 large mixing pans, 1 large chopping tray, doz. 8 qt. bean pots, 4 biscuit pans, 1 wood saw, 1 wash tub, 1 wash board, 3 large ladles, 5 small ladles, 1 colander, and many other cooking utensils, 1 set of grocers scales,

Chamber — 1, pine set, 6 pieces, 7 black walnut-marble top, chamber sets, 6 & 7 pieces each, 9 carpets, 4 coal stoves, 8 soft top mattresses, — 8 woven wire springs, 16 pillows, 16 sheets, 32 pillow slips, 16 quilts, 3 black walnut wardrobes, 1 doz. common lamps, 8 ewers and basins, 8 chamber, 1 folding bed, 1 bureau, 1 mirror, 3 chairs, 1 commode, 1 bed lounge, 1 mattress, 8 curtains, 75 napkins, — 1 cloth, Together with all personal property that may

be a deed thereof, or fail for [illegible] of insuring the property now herein, and in case of foreclosure, as hereinafter provided, I agree to assign to said Preston or his heirs, upon demand, the loss of the said premises and this agreement shall be binding upon my executors, administrators and assigns.

To have and to hold all and singular the said goods and chattels to the said Fred Preston and his executors, administrators and assigns, to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless, that if I or my executors, administrators, or assigns, shall pay unto the vendee, or his executors, administrators or assigns, the sum of Seven hundred dollars in six months from this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Seven hundred dollars, for the benefit of the vendee and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached or seized process, and shall not, except with the consent in writing of the vendee or his representatives attempt to sell or to remove from said premises, 171 & 173 Canal St. Boston, the same or any part thereof, — then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee or his executors, administrators, or assigns may sell the said goods and chattels at public auction, first giving to the mortgagor, or to the person in possession of the property claiming the same written notice of the intention to foreclose the mortgage for breach of the condition thereof, which notice shall be served by leaving a copy with the mortgagor or person in possession of the property

claiming the same, or by publishing it at least once a week for three successive weeks in one of the principal newspapers published in the city or town where the mortgage is properly recorded or where the property is situated, or if there is no such paper, in one of the principal newspapers published in such county. And out of the money arising from such sale, the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the vendee or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid: and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default the vendee or those claiming under him may take immediate possession of said property and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Ella S. Pike hereunto set my hand and seal this fifteenth day of August in the year one thousand eight hundred and ninety four.

Signed and sealed in presence of } Ella S. Pike (L.S.)

Received and recorded Aug 23d 1894. 9h 0m A.M.
A true copy. Attest: Henry A. McMaster,
Town Clerk.

Louis Burke — Francis Wright.

Know all men, by these presents, That I Louis Burke of Southborough in the County of Worcester, Commonwealth of Massachusetts in consideration of Three hundred dollars to me paid by Francis Wright of said Southborough the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Francis Wright all claims and demands which I now have, and all which at any time between the date hereof and the eleventh day of October next, I may and shall have against Jesse Moulton and Michael C. Mahoney for all sums of money due and for all sums of money and demand which, at any time between the date hereof and the said eleventh day of October next may and shall become due to me for services for labor use of team and board to have and to hold the same to the said Francis Wright his executors, administrators and assigns forever.

And I Louis Burke do hereby constitute and appoint the said Francis Wright and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes, as I could if personally present.

In witness whereof I have set my hand and seal this fifth day of September 1894.

Signed, sealed and delivered in presence of
Witness. Charles E. Lincoln

Louis Burke (L.S.)

Received and recorded Sept. 12th 1894. 10h. 52m. A. M.

A true copy
attest. Henry A. McMaster.
Town Clerk.

Louis Burke. Edmond Evans.

Know all men by these presents that I Louis Burke of Clinton in the County of Worcester and Commonwealth of Massachusetts, for in consideration of Three hundred dollars paid by Edmond A. Evans of Clinton aforesaid the receipt whereof is hereby acknowledged do hereby grant, sell, transfer and deliver unto the said Edmond A. Evans the following goods and chattels namely:

One Bay Mare "Fanny" One Bay Horse "Prince", one set double Harnesses, - one light Harness, - one Farm Sled, - one log Sled, - one two horse stone Wagon, two, one horse dumpt Carts, - one light sleigh, - one Mowing Machine, - one express Wagon, and all my farming tools and utensils and farm and stable tools, supplies and utensils now on farm occupied by me in Southboro in said County of Worcester.

This mortgage being given in part to secure grantee for trade services and expenditures heretofore and to be rendered to the grantee.

To have and to hold all and singular the said goods and chattels to the said Edmond A. Evans and his executors, administrators, and assigns, to their own use and behoof forever.

And I do hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless, that if the grantor or his executors, administrators, or assigns, shall pay unto the grantee or his executors, administrators, or assigns, the sum of Three hundred dollars on demand from this date, with interest semi-annually at the rate of six per cent per annum, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Three hundred dollars for the benefit of the grantee and his executors, administrators, and assigns, at such Insurance Office as they shall approve; shall not waste or destroy the same, nor suffer them

any part thereof to be attached on mesne process; and shall not except with the consent in writing of the grantee or his representatives, attempt to sell or remove from Southboro aforesaid, the same or any part thereof, — then this deed as also one promissory note of even date herewith signed by the said grantor and by Kate Burk his wife whereby the former is to pay to the grantee or order, the said sum and interest at the times, shall be void.

But upon any default in the performance of the foregoing conditions, the grantee, or his executors, administrators, or assigns, may sell the said goods and chattels by public auction, first giving ten days notice in writing of the time and place of sale to the grantor or his representatives, and out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property or to discharge any claims or liens of third persons affecting the same, rendering the surplus, if any, to the grantor or his executors, administrators, or assigns.

And it is agreed that the grantee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that on the default in the performance of the condition of this deed, the grantor and his executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same.

In witness whereof I the said Louis Burk hereunto set my hand and seal this twenty fifth day of September in the year one thousand eight hundred and ninety four.

Signed sealed and delivered in presence of } Louis Burk (L.S.)

Received and recorded Sept. 28th 1894. 6h 0m P.M.

A true copy
attest: Henry A. McMaster
Town Clerk.

Hannah E. Simpson - Catharine Nugent

Know all men by these presents. That I Hannah E. Simpson of Southborough in the County of Worcester in consideration of one thousand dollars to me paid by Catharine Nugent of Hopkinton in the County of Middlesex the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Catharine Nugent all claims and demands which I now have, and all which, at any time between the date hereof and the twenty fifth day of September next, I may and shall have against Moulton Mahoney, Contractors, for all sums of money due, and for all sums of money and demand which, at any time between the date hereof and the said twenty fifth day of September next may, and shall become due to me for board furnished on their account. To have and to hold the same to the said Catharine Nugent, his executors, administrators, and assigns forever.

And I, Hannah E. Simpson do hereby constitute and appoint the said Catharine Nugent and her assigns to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises, in the like manner to all intents and purposes, as I could, if personally present.

In witness whereof I have set my hand and seal this twenty fifth day of September 1894.

Signed, sealed and delivered in presence of
N. W. Brigham

Mrs. Hannah E. Simpson (L.S.)

Received and recorded ~~Sept.~~ October 1st 1894, 3 h 4 m P.M.

A true copy
Attest Henry A. McMaster.
Town Clerk.

Hannah E. Simpson – Catharine Nugent.

Know all men by these presents that I Hannah E Simpson of Southborough, County of Worcester and Commonwealth of Mass. in consideration of One dollar and other good and valuable considerations paid by Catharine Nugent of Hopkinton in the County of Middlesex and said Commonwealth the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Catharine Nugent the following goods and chattels, namely;

Four Pigs, all the apples on the trees and all harvested, and all potatoes dug and undug which are now on the premises occupied by me in said Southborough.

To have and to hold all and singular the said goods and chattels to the said Catharine Nugent and her executors, administrators and assigns, to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances; that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

In witness whereof I the said Hannah E. Simpson hereunto set my hand and seal this twenty fifth day of September in the year one thousand eight hundred and ninety four

W. W. Brigham } Mrs. Hannah E. Simpson (L.S.)

Received and recorded Oct. 8th. 1894. 4h. 50 P. M.

A true copy.

Attest: Henry A. McMaster.

Town Clerk.

Louis Burke - Hiram A. Lowell

Know all men by these presents That I Louis Burke of Southborough in the County of Worcester in consideration of Three hundred Dollars to me paid by Hiram A. Lowell of Southborough the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Hiram A. Lowell all claims and demands which I now have, and all which, at any time between the date hereof and the eleventh day of November next I may and shall have against Jesse Moulton and Michael O'Mahoney for all sums of money due, and for all sums of money and demand which, at any time between the date hereof and the said eleventh day of November next, may and shall become due to me, for services as laborer, for use of horses or teams, and for board money to have and to hold the same ~~as aforesaid~~ to the said Hiram A. Lowell his executors administrators and assigns forever.

And I, Louis Burke do hereby constitute and appoint the said Hiram A. Lowell and his assigns to be my attorney irrevocable in the premises, to do and perform all acts matters and things touching the premises, in the like manner to all intents and purposes as I could if personally present.

In witness whereof, I have set my hand and seal, this eleventh day of October, 1894.

Signed, sealed and delivered in presence of Leander C. Lowell } Louis Burke (L.S.)

Received and recorded Oct. 11th 1894 6h 20m A.M.

A true copy

Attest: Henry C. McMaster
Town Clerk.

Elliot S. Claflin – William E. Barney.

Know all men by these presents. That I Elliot S. Claflin of Southborough, in the County of Worcester, in consideration of Four hundred and fifty dollars to me paid by William E. Barney of Southborough aforesaid, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said William E. Barney, all claims and demands which I now have, and of which, at any time between the date hereof and the thirtieth day of April next, I may and shall have against the Town of Southborough for all sums of money and demand which, at any time between the date hereof and the said thirtieth day of April next, may and shall become to me, for services as Police Officer, to have and to hold the same to the said William E. Barney, his executors, administrators, and assigns forever.

And I Elliot S. Claflin do hereby constitute and appoint the said William E. Barney and his assigns to be my attorney irrevocable in the premises, to do and perform all acts matters, and things touching the premises, in the like manner to all intents and purposes as I could if personally present.

In witness whereof, I have set my hand and seal this thirtieth day of October 1894.

Signed, sealed and delivered in presence of Francis D. Newton. } Elliot S. Claflin (L.S.)

Received and recorded Oct 30th 1894 7h 58m P.M.

A true copy
Attest: Henry A. McMaster
Town Clerk.

George H. Mullen—Florence E. Grant.

Know all men by these presents, that I George H Mullen of Southbrough in the County of Worcester and Commonwealth of Massachusetts in consideration of One hundred dollars to me paid by Florence E. Grant of Unity in the County of Waldo State of Maine, the receipt whereof I do hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Florence E. Grant the following goods and chattels, namely:

One Jersey Cow, Sybel, 1100 Hens.- One Swine,- all the Farming Tools of every description, used on and about the farm and buildings, Two Parlor Tables.- Two Parlor Rocking Chairs- Six cane seated Chairs.- one Lounge.- one Bedstead.- two Carpets,- one cook Stove,- one Parlor Stove.- four Pictures,- one Kitchen Table,- one Dining Table,- all the crockery, glass and earthen ware- bedding.- table linens and all the household furniture, useful and ornamental now owned by and used by me on the premises.

To have and to hold all and singular the said goods and chattels to the said Florence E. Grant and her executors, administrators, and assigns, to their own use and behoof forever.

And I do hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns, shall pay unto the vendee or his executors, administrators, or assigns the sum of One hundred dollars in five years from this date, with interest as stated in a promissory note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than One hundred dollars for the benefit of the vendee, and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall

aforesaid shall not waste or destroy the said goods and chattels nor suffer them or any part thereof to be attached on mesne process, and shall not except with the consent in writing of the vendee or her representatives attempt to sell or to remove from said South Yarmouth the same or any part thereof - then this deed as also the aforesaid note shall be void

But upon any default in the performance or observance of the foregoing condition, the vendee or her executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving three days notice in writing of the time and place of sale to me or representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said South Yarmouth. And out of the money arising from such sale the vendee or her representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by her or them in relation to the said property or to discharge any claims or liens of third persons affecting the same; rendering the surplus if any to me or my executors, administrators, or assigns.

And it is agreed that the vendee or her executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid, and that until default in the performance or observance of the conditions of this deed, myself and my executors, administrators, and assigns, may retain possession of the above mortgaged property, and may use and enjoy the same, but after such default, the vendee or those claiming under her may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said George W. Mullen hereunto set my hand and seal this first day of September in the year

one thousand eight hundred and ninety four

Signed and sealed in presence of Francis D. Newton. } Leo. N. Mullen (L.S.)

Received and recorded Nov. 1st 1894. 2 h. 27 m. P.M.

A true copy
Attest: Henry C. McMaster
Town Clerk

Elliot S. Claflin – Charles F. Pannenter.

Know all men by these presents that I Elliot S. Claflin of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Sixty five dollars, to me paid by Charles F. Pannenter of said Southborough, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Charles F. Pannenter, the following goods and chattels, namely:

One White Horse, – One dun and white Cow, – called Topsy, – One dark red Cow called Bessie, – One rubber trimmed single Harness, One two seated open Carriage, Two tons English Hay in the barn of Flora M. Claflin.

To have and to hold all and singular the said goods and chattels to the said Charles F. Pannenter and his executors, administrators, and assigns, to their own use and behoof forever.

And I do hereby covenant with the said that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances, except a mortgage held by Harvey Newton, covering the said Horse and Carriage and Harness within mentioned, that I have good right to sell the same as aforesaid: and that I will warrant and defend the same against the lawful claims and demands of all persons, except as aforesaid.

Provided nevertheless, that if I or my executors, administrators, or assigns, shall pay unto the vendee or his executors, administrators, or assigns the sum of Sixty-six dollars in six months from this date, with interest as stated in a promissory note of even date signed by me, and until such payment shall be, the said goods and chattels insured against fire in a sum not less than Sixty-five dollars, for the benefit of the vendee, and his executors, administrators and assigns, in such form, and in such Insurance Companies as they shall approve, shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process and shall not except with the consent in writing of the vendee or his representatives, attempt to convey to remove from said Commonwealth the same or any part thereof, & then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee or his executors, administrators, or assigns, may sell the said goods and chattels, at public auction, first giving twenty one days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough, and out of the money arising from such sale, the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether or then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same, rendering the surplus if any to me or my executors, administrators, or assigns.

And it is agreed that the vendee or his executors, administrators or assigns, or any person or persons in their behalf may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed myself

and my executors, administrators and assigns, may obtain possession of the above mortgaged property and may use and enjoy the same, but after such default the mortgagee or those claiming under him may take immediate possession of said property, and for that purpose may do for & from me all authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Elliot S. Claflin hereunto set my hand and seal this third day of November in the year one thousand eight hundred and ninety-four.

Signed and sealed in presence of Francis D. Fenton } Elliot S. Claflin (L.S.)

Received and recorded Nov. 5th 1894. 4h 20m P.M.

A true copy
Attest: Henry A. McMaster
Town Clerk.

John and Jake Berry and Peter J. Maloney — Roscoe W. Gage.

Know all men by these presents, That we John Berry and Jake Berry of Fayville, in the Town of Southboro. and Peter J. Maloney of the City of Worcester, all in the County of Worcester and Commonwealth of Massachusetts.

In consideration of one dollar and other good and valuable consideration to us paid by Roscoe W. Gage, of Boston in the County of Suffolk, and the said Commonwealth, the receipt whereof we do hereby acknowledge, do hereby assign and transfer to said Roscoe W. Gage, all claims and demands which we now have, (except the amount of two certain bills for grain and lumber upon which an order has already been given by us upon the Town of Millbury, Mass) and all which, at any time between the date hereof and the first day of February next, we may and shall have against the Town of Millbury, in the County

Worcester and said Commonwealth for all sums of money due, and for all sums of money and demand which at any time between the date hereof and the said first day of February next may and shall become due to us, for services as Contractors, to have and to hold the same to the said Roscoe N. Gage, his executors, administrators, and assigns forever.

And we the said John Berry, Jake Berry and Peter J. Maloney, do hereby constitute and appoint the said Roscoe N. Gage and his assigns, to be our attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes, as we could if personally present.

In witness whereof we have set our hands and seals this twentieth day of November 1894.

Signed, sealed and delivered in presence of E. L. Church to all

John Berry L.S.
Jake Berry L.S.
Peter J. Maloney L.S.

Received and recorded Nov. 21st 1894 3h 32m P. M.

A true copy
Attest: Henry A. McMaster
Town Clerk

Louis Mitchell - Hosea P. Pierce.

Know all men by these presents, that I Louis Mitchell of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of Three hundred dollars to me paid by Hosea P. Pierce of said Southborough, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Hosea P. Pierce the following goods and chattels, namely:

Two black work Horses called and respectively. Two setts of double Harnesses. Two tip cart Harnesses. Two one horse tip Carts. One two horse tip Cart. One two horse Wagon. One two horse sled.

To have and to hold all and singular the said goods and chattels to the said Hosea P. Pierce

and his executors, administrators and assigns, to their own use and behoof forever.

And I do hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided, nevertheless, that if I or my executors, administrators, or assigns, shall pay unto the vendee or his executors, administrators, or assigns, the sum of Three hundred dollars, in one year from this date, with interest as stated in a promissory note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Three hundred dollars for the benefit of the vendee and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not except with the consent in writing of the vendee or his representatives, attempt to sell or to remove from said Commonwealth the same or any part thereof, — then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee or his executors, administrators, or assigns, may sell the said goods and chattels, at public auction, first giving twenty one days notice in writing of the time and place of sale to me, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus if any, to me or my executors, administrators,

or assigns.

And it is agreed that the vendee or his executors administrators or assigns or any person or persons in their behalf may purchase at any sale made as aforesaid: and that until default in the performance or observance of the condition of this deed I and my executors administrators and assigns may retain possession of the above mortgaged property; and may use and enjoy the same but after such default the vendee or those claiming under him may take immediate possession of said property and for that purpose may so far as I can give authority therefor enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom

In witness whereof I the said Louis Mitchell hereunto set my hand and seal this twelfth day of November in the year one thousand eight hundred and ninety four

Signed and sealed in presence of
Francis D. Newton
Ellen J. Newton

Louis Mitchell (L.S.)

Received and recorded Nov. 28th 1894 5h 0m P.M.

A true copy
attest: Henry A. McMaster,
Town Clerk

Herbert A. Nichols - Charles N. Hildreth

Know all men by these presents that I Herbert A. Nichols of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Five hundred dollars to me paid by Charles N. Hildreth of said Southborough the receipt whereof is hereby acknowledged do hereby grant sell bargain and deliver unto the said Charles N. Hildreth the following goods and chattels namely:

1 Horse - Eight (8) Cows - 1 light Harness - 1 horse cart Saddle - 1 express Harness - 1 Plow Harness - 1 hay-wagon and lumber body -

1 horse lift cart.- 1 Slugh.- 1 Horse Sled.- 1 Horse Weeder.- 2 Plows.- 1 Cultivator.- 1 Hand Weder.- 1 Spring Tooth Harrow.- 1 smoothing Harrow.- 1 spray Pump.- 2 iron Bars.- 2 draft and 2 whiffletree chains.- 2 Stable Chains- 5 Ladders.- 2 Iron Rakes.- 4 hay Rakes.- 2 hand Saws.- 1 wood Saw.- 1 iron Vise- 1 wood Plane.- 1 Pickaxe.- 1 Grub Hoe.- 1 Spade.- 2 round point Shovels.- 2 Hoes.- 2 Potatoe Diggers- 1 Stone Boat.- 1 Barrel Header.- 1 Democrat Wagon.- 3 milk Pails.- 2 Axes.- 2 Pruning Shears.- 2 manure Forks.- 1 Sledge Hammer.- 3 Wedges.- 1 Grindstone.- 1 Tie chain.- 1 long Chain.- 2 monkey Wrenches.- 1 Pruning Saw.- 1 binding Rope.- 2 snow Shovels.- 1 manure Hook.- 2 Bill Hooks.- 1 Hay Hook.- 1 Spading Fork. 1 Hay Cutter.- 4 Hay Forks.- 2 Scythes.- 2 Snaths.- 3 Grain Boxes.- 2 Saw Horses.- 1 Wheelbarrow.- 1 Horse Rake.- 1 mowing Machine- 1 Drag Rake.- 2 Hammers.- 1 Crosscut Saw.- 2 Bush. Baskets.- 3 Half Bush. Baskets.- and one Lawn Mower.

To have and to hold all and singular the said goods and chattels to the said Charles W. Hildreth and his executors, administrators, and assigns, to their own use and behoof forever.

And I do hereby **covenant** with the vendee that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances, that I have good right to sell the same as aforesaid: and that I will **warrant** and **defend** the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns, shall pay unto the vendee or his executors, administrators or assigns the sum of Five hundred dollars, in three years from this date, with interest as stated in a note of even date signed by me, and until such payment, shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not except with the consent in writing of the vendee or his representatives, attempt to sell or to remove from the said Town of Southborough, the same or any part thereof,- then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the

vendee or his executors. administrators. or assigns. may sell the said goods and chattels at public auction. first giving to the mortgagor or to the person in possession of the property claiming the same written notice of the intention to foreclose the mortgage for breach of the condition thereof. which notice shall be served by leaving a copy with the mortgagor or person in possession of the property claiming the same. or by publishing it at least once a week for three successive weeks in one of the principal newspapers published in the town or city where the mortgage is properly recorded. or where the property is situated. or if there is no such paper in one of the principal newspapers published in such county. And out of the money arising from such sale. the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage. whether then or thereafter payable. including all costs. charges. and expenses incurred by. sustained by him or them in relation to the said property. or to discharge any claims or liens of third persons affecting the same. rendering the surplus. if any. to me or my executors. administrators or assigns.

And it is agreed that the vendee or his executors administrators. or assigns. or any person or persons in their behalf may purchase at any sale made as aforesaid: and that until default in the performance or observance of the condition of this deed myself. and my executors. administrators. and assigns. may retain possession of the above mortgaged property and may use and enjoy the same; but after such default. the vendee or those claiming under him may take immediate possession of said property. and for that purpose may. so far as I can give authority therefor. enter upon any premises on which said property or any part thereof may be situated. and remove the same therefrom.

In witness whereof I the said Herbert A. Nichols hereunto set my hand and seal this twenty sixth day of November in the year one thousand eight hundred and ninety four

Signed and sealed in presence of
Francis D. Newton. } Herbert A. Nichols (L.S.)

A true copy.
Attest. Henry A. McMaster.
Town Clerk

Received and recorded Dec. 3d 1894 7h 25m A.M.
Henry A. McMaster
Town Clerk.

Bonfiglio Perini. Fred. Blanchard

Know all men by these presents. That I Bonfiglio Perini of Southborough in the County of Worcester in consideration of Four hundred dollars to me paid by Fred. Blanchard of Boston Mass. the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Fred. Blanchard all claims and demands which I now have, and all which at any time between the date hereof and the first day of April next. I may and shall have against Alexander Gilmore of said Southborough for all sums of money due, and for all sums of money and demand which at any time between the date hereof and the said first day of April next may and shall become due to me for services as contractor and workman, and for labor and material furnished. to have and to hold the same to the said Fred. Blanchard his executors. administrators. and assigns. forever.

And I do hereby constitute and appoint the said Fred. Blanchard and his assigns. to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises, in the like manner to all intents and purposes, as I could if personally present.

In witness whereof. I have set my hand and seal this eleventh day of December 1894.

Signed. sealed. and delivered in presence of
Wm. N. Davenport

Bonfiglio Perini (L.S.)

Recvd and recorded Dec. 17th 1894. 5h. 0m A.M.
A true copy.
Attest: Henry A. McMaster.
Town Clerk.

George F. Macmun & Mary Macmun to Anna Maria Macmun.

Know all men by these presents. that we George F. Macmun and Mary Macmun. wife of said George F. Macmun. both of Southborough in the State of Massachusetts. in consideration of One Thousand dollars. paid by Anna Maria Macmun of said Southborough. the receipt whereof is hereby acknowledged. do hereby grant. sell. transfer. and deliver unto the said Anna Maria Macmun the following goods and chattels. namely:

One horse called "Billy." - 2 Harnesses. one top Buggy. - one open Carriage. - one express wagon. - 5 Cows. - twenty tons of Hay. - 300 bushel Corn. - 30 hens. - one Pig. - one Mowing Machine. - one lawn Mower. - 100 Bbls. Apples. - 250 bushel Potatoes. - one Piano. -

All of the above property being on the Sherer farm in that part of said Southborough. called Fayville.

To have and to hold all and singular the said goods and chattels to the said Anna Maria Macmun and her executors. administrators. and assigns to their own use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owners of the said goods and chattels: that they are free from all incumbrances. that we have good right to sell the same as aforesaid: and that we will warrant and defend the same against the lawful claims and demands of all persons.

In witness whereof we the said George F. Macmun and Mary Macmun hereunto set our hands and seals this fifteenth day of December in the year one thousand eight hundred and ninety four.

Mary Macmun (L.S.)
G. F. Macmun (L.S.)

Received and recorded Dec. 17th 1894. 3h. 0m P. M.
A true copy
Attest: Henry A. McMaster.
Town Clerk.

Samuel N. Thompson - Charles W. Washburn.

Know all men by these presents, that I Samuel N. Thompson of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of two hundred dollars paid by Charles W. Washburn of Natick in the County of Middlesex and said Commonwealth, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Charles W. Washburn, the following goods and chattels, namely;

Thirty red and white Cows - one light red Cow - together with all and singular, all hay, feed, grain and fodder, kept in the barn on my premises in said Southborough, and all hay, grain, feed and fodder kept on said premises, also all apples in the cellar of my house, and ninety pullets kept on my said premises, situated near the depot in Southborough Center.

To have and to hold all and singular the said goods and chattels to the said Charles W. Washburn, and executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances, that I have good right to sell the same as aforesaid: and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns shall pay unto the vendee or his executors, administrators or assigns the sum of Two hundred dollars on demand from this date, with interest as stated in a note of even date signed by me and until such payment shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process and shall not, except with the consent in writing of the vendee or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof, - then this deed as also the aforesaid note shall be void.

over

But upon any default in the performance or observance of the foregoing condition the vendee or his executors administrators or assigns may sell the said goods and chattels at public auction first giving to the mortgagor or to the person in possession of the property claiming the same written notice of the intention to foreclose the mortgage for the breach of the condition thereof which notice shall be served by leaving a copy with the mortgagor or person in possession of the property claiming the same or by publishing it at least once a week for three successive weeks in one of the principal newspapers published in the town or city where the mortgage is properly recorded or where the property is situated or if there is no such paper in one of the principal newspapers published in such county And out of the money arising from such sale the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage whether then or thereafter payable including all costs charges and expenses incurred or sustained by him or them in relation to the said property or to discharge any claims or liens of third persons affecting the same rendering the surplus if any to me or my executors administrators or assigns.

And it is agreed that the vendee or his executors administrators or assigns or any person or persons in their behalf may purchase at any sale made as aforesaid: and that until default in the performance or observance of the condition of this deed I and my executors administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same. But after such default the vendee or those claiming under him may take immediate possession of said property and for that purpose may so far as I can give authority therefor enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof I the said Samuel N. Thompson hereunto set my hand and seal this nineteenth day of December in the year one thousand eight hundred and ninety four.

Signed and sealed in presence of } Saml. N. Thompson (L.S.)
Wm. N. Davenport }

Received and recorded Dec. 19th 1894 11 h 45 m A.M.
A true copy
Albert H. Manning Clk.
Joan Elliott

Joseph Monson-Jennie A. Lewis.

Know all men by these presents that I Joseph Monson of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of One hundred and fifty dollars to me paid by Jennie Lewis of said Southborough, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Jennie A. Lewis the following goods and chattels namely;

One Horse - one Democrat Wagon, - one light Wagon - Two Pigs. - Twenty four Fowls.

All which contained on the premises on the Jennison place in the easterly part of said Southborough.

To have and to hold all and singular the said goods and chattels to the said Jennie A. Lewis and her executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid: and that I will warrant and defend the same against the lawful claims and demands of all persons

In witness whereof I the said Joseph Monson hereunto set my hand and seal this eighteenth day of December in the year one thousand eight hundred and ninety-four.

Signed, sealed and delivered in presence of } Joseph Monson (L.S.)
William Barnes.

Received and recorded Dec. 20th 1894 8h 55m A.M.
A true copy
Attest: Henry A. McMaster
Town Clerk.

Jennie A. Lewis - Lizzie E. Monson.

Know all men by these presents that I Jennie A. Lewis of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of One hundred and fifty dollars to me paid by Lizzie E. Monson of said Southborough the receipt whereof is hereby acknowledged do hereby grant, sell, transfer, and deliver unto the said Lizzie E. Monson the following goods and chattels, namely:

One Horse. - One Demoreal Wagon - one light Wagon. - Two Pigs. - twenty four Fowls. -

All which contained on the premises of the said Jennison Farm in the easterly part of said Southborough.

To have and to hold all and singular the said goods and chattels to the said Lizzie E. Monson, and her executors, administrators and assigns, to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

In witness whereof I the said Jennie A. Lewis have set my hand and seal this eighteenth day of December in the year one thousand eight hundred and ninety four.

Signed, sealed and delivered in presence of } Jennie A. Lewis (L.S.)
William B. Eames.

Received and recorded Dec. 20th 1894. 8h. 55m. A.M.

A true copy.

Attest: Henry A. McMaster.
Town Clerk

William Rodenisor – Michael R. Maley.

Know all men by these presents that I William Rodenisor of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Fifty dollars to me paid by Michael R. Maley of said Southborough, the receipt whereof I now acknowledge, do hereby grant, sell and convey unto the said Michael R. Maley, his heirs and assigns, the following described personal property, viz,

One bay horse, - six years old, - one light express wagon, - one express harness, -

To have and to hold to the said Michael R. Maley and his heirs and assigns, to his and their own use and behoof forever.

Provided nevertheless, that if I or my heirs executors, administrators or assigns, shall pay unto the grantee, or his executors, administrators or assigns, the sum of Fifty dollars in two months from this date with interest at the rate of six per cent per annum, then this deed as also one note of even date herewith signed by me, whereby I promise to pay said Michael R. Maley, or order the said principal sum and interest at the time aforesaid, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee or his executors, administrators, or assigns, may sell the property hereby conveyed, first publishing a notice of the time and place of sale, once each week for three successive weeks, in some newspaper published in said Southborough, and may sell and convey the same by proper instrument in writing to the purchaser or purchasers absolutely; and such sale shall forever bar me and all persons claiming under me from all right and interest in the property conveyed. And out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums secured by this deed, including all costs, charges and expenses incurred or sustained by them by reason of any default in the performance or observance of the said condition.

Southborough, Aug 24, 1895.
Received full satisfaction for the annexed deed of this mortgage & hereby discharge and convey the same.
Michael R. Maley

rendering the surplus if any to me or my heirs or assigns.

And it is agreed that the grantee or his executors administrators or assigns or any person or persons in their behalf may purchase at any sale and that until default in the performance or observance of the condition of this deed I and my heirs and assigns may hold and enjoy the property conveyed.

In witness whereof I the said William Rodenisor hereunto set my hand and seal this nineteenth day of December 1894.

William Rodenisor (L.S.)

Worcester S.S. December 19th 1894

Then personally appeared the above named William Rodenisor and acknowledged to foregoing instrument to be his free act and deed.

Before me
Charles F. Choate Jr
Justice of the Peace

Received and recorded Dec. 19th 1894 8h 10m P.M.
A true copy of mortgage and acknowledgement.
Attest: Henry A. McMaster.
Town Clerk

William A. Gould - Waldo B. Fay.

Know all men by these presents that I William A. Gould of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Two hundred and fifty dollars to me paid by Waldo B. Fay of said Southborough the receipt whereof I do hereby acknowledge do hereby assign and transfer to said Waldo B. Fay all claims and demands which I now have and all which at any time between the date hereof and the first day of April A.D. 1895 I may and shall have against the Town of Southborough for all sums of money due and for all sums of money and demands which

at any time between the date hereof and the said first day of April 1895 may have and shall have become due to me for services as a Police officer of said Town, to have and to hold the same to the said Waldo B. Fay and his executors administrators and assigns forever.

And I William A. Gould do hereby constitute and appoint the said Waldo B. Fay and his assigns to be my attorney irrevocable in the premises to do and perform all acts and matters and things touching the premises, in the like manner to all intents and purposes as I could if personally present.

In witness whereof I have set my hand and seal this eighteenth day of December 1894.

Signed, sealed and delivered in presence of Ellen J. Newton } William A. Gould (L.S.)

Received and recorded Dec. 20th 1894 4h 20m P. M.

A true copy

attest: Henry A. McMaster,
Town Clerk

Sadie E. Rodenisor.

Know all men by these presents that I Sadie E. Rodenisor wife of William Rodenisor of that part of Southborough known as Fayville in the County of Worcester and Commonwealth of Massachusetts, and doing and propose to carry on in said Southborough the business of general trader in farming products.

That my place of business is and will be at the residence of the said William Rodenisor

Witness my hand this twenty first day of December 1894.

Sadie E. Rodenisor.

Received and recorded Dec. 22d 1894 2h. 0m P.M.

A true copy

attest: Henry A. McMaster,
Town Clerk

Willis C. Newton and Edwin A. Buck.

This memorandum of agreement made this first day of January A.D. 1895. between Willis C Newton of Southborough in the County of Worcester and Commonwealth of Massachusetts on the one part and Edwin A. Buck of Westborough in said County of the other part.

Witnesseth. That whereas there are certain repairs needed to be made on the division fence standing on the line that divides the pasture and woodland owned by said Newton and land owned by said Buck, the land of said Buck being part of the farm originally known as the Pilsbury farm, and all the lands being in said Town of Southborough, and whereas no record of any division of said fence is known to exist it can be found it is hereby agreed that said Newton shall repair support and hereafter maintain the westerly half of said fence, the said half beginning at land now or formerly owned of Willard L. Winchester and extending easterly thirty three rods and twenty links, and that said Buck shall repair support and maintain the easterly half of said fence, it being the same number of rods and links as before mentioned.

And this agreement being recorded in the Office of the Town Clerk in the said Town of Southborough, shall be perpetually binding upon the said parties hereto and upon their heirs and assigns forever.

In witness whereof, we have hereunto set our hands and seals the day and year before mentioned.

Signed and sealed in presence of
Lorenzo C Newton
Francis D Newton.

Willis C Newton. L.S.
Edwin A. Buck L.S.

A true copy
attest: Henry A Wheaton
Town Clerk

Sarah M. Russell - Arthur & Walter J. Flagg -

Know all men by these presents. that I Sarah M. Russell of the Town of Southboro. in the County of Worcester and Commonwealth of Massachusetts. in consideration of Ninety seven and 56/100 Dollars (97.56) to me paid. by Arthur Flagg and J. Walter Flagg. of the City of Worcester. in the County of Worcester and Commonwealth of Massachusetts. co-partners doing business as Flagg Brothers. the receipt whereof is hereby acknowledged. do hereby grant. sell. transfer and deliver unto the said Flagg Brothers. the following goods and chattels. named.:

One Cherry stained Chamber Suit. - One oak Chamber Suit - five painted Chamber suits. - Four Mattresses. - Four feather Beds. - Fifteen feather Pillows. One black walnut dining extension Table. - Two wood Stoves. - One steel iron parlor Stove. - One Florence cooking Range ware and fixtures. - Four wool Carpets. - One Bed Lounge. Six rocking Chairs. - Twenty four Chairs. - One set of China. - One willow Rocker. - One plush bottom Rocker. - One large wooden Rocker. - One cane seat Rocker. - One marble top Table. also. all other furniture. carpets. beds. bedding. cooking tin. wooden. Iron. glass and ware. pictures and frames. curtains and fixtures. dining room and kitchen utensils. ornaments. and each and every article of personal property on the premises now occupied by me in the Town of Southboro.

To have and to hold all and singular the said goods and chattels to the said Flagg Brothers. and their executors. administrators. and assigns. - to their own use and behoof forever.

And I hereby covenant with the grantees that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances. that I have good right to sell the same as aforesaid: and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless. that if I or my executors. administrators. or assigns. shall pay unto the grantees. or their executors. admin-

istrators or assigns the sum of Ninety seven $^{00}/_{100}$ dollars in one month after this date; with interest at one and one half per cent per month; also Five dollars for actual expenses for making and securing said loan, the payment of which this mortgage is given to secure, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than the amount of the grantees claim, for the benefit of the grantee and their executors, administrators and assigns, at such Insurance Office as they shall approve, shall not waste or destroy the same, nor suffer them or any part thereof to be attached or taken process, and shall not depart with the consent in writing of the grantee or their representatives, attempt to sell or remove from the present location the same or any part thereof, -- then this deed, as also a note of even date herewith signed by me whereby I promise to pay to the grantee or order the said sum and interest at the times aforesaid, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or their executors, administrators, or assigns, may sell the said goods and chattels at public auction first giving notice of the time and place of sale to the mortgagor or to the person in possession of the property claiming the same, such notice to be in writing and to be served at least seven days before such sale, service of the same to be made either by leaving a copy with the mortgagor or person in possession of the property claiming the same, or by publishing the same in some one of the principal newspapers published in said Worcester, at least once a week for three successive weeks. And out of the money arising from such sale the grantee, or their representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by them in relation to the said property, or to discharge any claims or liens of third persons affecting the same, rendering the surplus, if any, to the or my executors, administrators or assigns.

And it is agreed that the grantee, or their executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid, and that until default in the performance of the condition of this deed I and my executors, administrators and assigns may remain possession of the above mortgaged property, and may use and enjoy the same.

In witness whereof I the said Sarah M. Russell hereunto set my hand and seal this twenty third day of January in the year one thousand eight hundred and ninety-five

Signed, sealed and delivered in presence of Edward F. Brady } Sarah M. Russell (L.S.)

Received and recorded Jan 25th 1895. 9h 0m A.M.
A true copy
Attest: Henry A. McMaster
Town Clerk

Boston Sept. 25th 1896.
Having received full satisfaction of within mortgage and note thereby secured and hereby cause same to be discharged.
The Boston Loan Co.
By R. M. Gage, President.
A true copy of discharge. Attest: Henry A. McMaster, Town Clerk.

John and Jake Berry - Boston Loan Co.

Know all men by these presents, that we John and Jake Berry of Southboro and Millbury Massachusetts, respectively, individually, and as partners doing business as Contractors under the firm of Berry Bros. and Dominica Berry wife of the said John Berry, and Ermilinda Berry wife of the said Jake Berry, in consideration of Thirty five hundred Dollars, paid by The Boston Loan Company, having a usual place of business at Boston, Mass, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said The Boston Loan Company, the following goods and chattels, namely:

Chestnut Horse "Tiger" white on face and one hind foot, age about 16 years, weighs about 1350 lbs:- gray mare "Dolly" age about 13 years, weight about 1300 lbs: gray horse "Major" age about 16 years, weight about 1250 lbs:

gray horse "Tom" age about 13 years. weight about 1300 lbs: bay horse "Baby" white on hind fet and forhead. weight about 1250 lbs. age about 15 years: gray horse "Paddy" weight about 1300 lbs - age about 15 years: gray mare "Kate" age about 14 years. weight about 1300 lbs: gray mare "Maggie" age about 10 years. weight about 1300: bay horse "Frank" white spot on forhead. age about 12 years. weight about 1300 lbs: bay horse "Tom" age about 10 years. weight about 1200 lbs: mule colt age about 2 years. white on hind foot. blooded stock: holding horse "Billy G." age about 15 years. weight about 850 lbs: roan colt age about 2 years: blind mare age about 12 years. weight about 1100 lbs: dark gray horse "Baby" white on hind foot. age about 12 years. weight about 1100 lbs: dark gray horse "Dominick" age about 15 years. weight about 1200 lbs: dark roan horse "George" age about 13 years. weight about 1300 lbs: gray horse "Sam" age about 8 years. weight about 1250 lbs: gray horse "Mike" age about 8 years. weight about 1300 lbs: bay horse "Baby" white on hind foot and forehead. age about 10 years. weight about 1250 lbs: black horse "Steven" age about 12 years weight about 1250 lbs black mare "Nellie" white on hind foot. age about 12 years. weight about 1300 lbs: black mare "Rosie" white on hind foot and forhead age about 13 years. weight about 1250 lbs: roan horse "Pat" age about 7 years. weight about 1250 lbs: bay horse "Nick" white stripe on face and white on hind fet. age about 7 years. weight about 1300 lbs: black horse "Pete" white on three fet and face. age about 6 years. weight about 1250 lbs: black horse "Charlie" white on hind fet. nose and forehead. age about 7 years. weight about 1300 lbs: bay horse "Baby" white face and white on hind fet age about 7 years weight about 1250 lbs: bay horse "Charlie" white on forhead. age about 12 years. weight about 1250 lbs: dark gray horse "Garibaldi" age about 13 years. weight about 1300 lbs: gray horse "James" age about 13 years. weight about 1250 lbs: bay horse "Frank" age about 12 years. weight about 1250 lbs: mouse gray mare Nellie age about 10 years. weight about 1250 lbs: light gray mare Dolly age about 12 years. weight about 1250 lbs

black horse "Major" age about 15 years. weight about 1250 lbs; bay horse "Dick" white on face age about 14 years. weight about 1250 lbs; black mare "Zena" white on forehead. age about 16 years. weight about 1300 lbs; black horse "General" age about 14 years. weight about 1250 lbs; gray horse "Garibaldi" age about 13 years. weight about 1300 lbs; gray mare "Nina" age about 11 years. weight about 1250 lbs; gray horse "Jake" age about 10 years. weight about 1350 lbs; 37 Single dump carts. 5 two horse dump carts. 3 two horse stone carts. 8 sets double work harness. 36 sets single cart harness. 2 sets light buggy harnesses.- 2 sets express harnesses.- 1 carryall harness.- 2 box buggies.- 1 open buggy.- 1 road cart.- 1 express carryall.- 2 light express wagons.- 4 two horse wood sleds.- 1 cutter sleigh.- 3 hand pumps. 1 grindstone.- 1 portable forge. 2 " 2 steam drills 1 steam pump.- 1 upright boiler complete; about 50 wheelbarrows.- about 100 picks and shovels.- 1 upright boiler and engine combined.- 3 derricks and wire rope to same, also all other personal property of every name and nature now owned by us, and situated in barns and stable now occupied by us in that part of Southboro, Mass. known as Fayville, and in the town of Millbury, Mass. also all other personal property which shall, during the continuance of this mortgage, be placed or fixed on the said named premises, in addition to, or substitution for that herein specified.

To have and to hold all and singular the said goods and chattels to the said The Boston Loan Company and its successors and assigns, to their own use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owners of the said goods and chattels; that they are free from all incumbrances, except a mortgage for the sum of Seven hundred and fifty Dollars to R. W. Glaze of Boston, Mass. date dated January 21st 1895, that we have good right to sell the same as aforesaid; and that

will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if we or our executors, administrators or assigns, shall pay unto the grantee, or its successors or assigns the sum of Two hundred dollars and any further sum that may be due in three months from this date; also any further sum or sums which the mortgagee may hereafter advance to or for us at any time during the life of this mortgage, with interest (as well upon such further sum or sums as upon said principal sum) at the rate agreed in note of even date herewith, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Five thousand dollars for the benefit of the grantee and its successors and assigns, at such Insurance Office as they shall approve; shall not waste or destroy the same nor suffer them or any part thereof to be attached or in any process, and shall not except with the consent in writing of the grantee or its representatives, attempt to sell or to remove from the present locations the same or any part thereof; - then this deed as also a note of even date herewith, signed by us whereby we promise to pay to the grantee or order the said sum and interest at the times aforesaid, shall be void. The mortgagee is not liable for any charges or expenses for insuring or insurring said property, or for rent or storage of the same.

But upon any default in the performance or observance of the foregoing conditions, the grantee, its successors or assigns, or any person or persons in its behalf, shall have the right and privilege of entering without notice to the mortgagors and forcibly if necessary, any building or place in which said goods or chattels may be, and of removing the same therefrom, without being guilty of any trespass or tort, or liable in any way therefor, and of selling said property or any part thereof at such time or times, and place or places, as they may choose, and without notice to the mortgagors, and either at public auction or private sale; and the mortgagee or its

representatives shall endorse upon the note hereby secured, the net proceeds, after paying all necessary charges and expenses of the sale or sales, and may hold the mortgagor to pay any balance that may be due thereon.

Or upon any default in the performance or observance of the foregoing conditions, the grantee, or its successors or assigns, (instead of proceeding as aforesaid) may elect to become the absolute owners of said property; and immediately upon their giving to the mortgagors or their representatives notice of such election (or leaving such notice at the last residence or place of business of the mortgagors or their representatives, known to the mortgagee) the grantee its successors or assigns, shall become the absolute owners of said property, and all right, title and interest of the mortgagors or their representatives shall cease, and said title shall rest absolutely in the mortgagee, its successors and assigns- they accepting and taking the same in satisfaction of the debt hereby secured, and thereafter the mortgagee, its successors or assigns, or any person or persons in their behalf, may, forcibly if necessary, enter any building or place in which their goods or chattels may be, and remove the same therefrom, without being guilty of any trespass or tort, or liable in any way therefor.

And it is agreed that the grantee, or its successors or assigns, or any person or persons in their behalf, may purchase at any sale or sales made as aforesaid; and that until default in the performance of the conditions of this deed, we and our executors, administrators, and assigns may retain possession of the above mortgaged property, and may use and enjoy the same.

In witness whereof we the said Bery Brothers, John Bery, Jake Bery and their wives Dominica Bery and Esmeralda Bery hereunto set our hands and seals this twenty fifth day of January, in the year one thousand eight-hundred and ninety five,

Signed Sealed and delivered
in presence of
Edward C. Leach
to all

Berry Brothers
John Berry
Jake Berry
Domenica Berry
Ermelinda Berry

L.S.
L.S.
L.S.
L.S.
L.S.

Received and recorded January 25th 1895, 8 h 10 m P.M.
A true Copy
Attest: Henry A. McMasters
Town Clerk.

We have fully acquainted ourselves with all the conditions
of the within mortgage before signing

Berry Brothers.
John Berry
Jake Berry
Domenick Berry
Ermelinda Berry.

Records examined by
Edward C. Leach

A true copy
Attest: Henry A. McMasters
Town Clerk.

Having received full satisfaction of within
mortgage and right thereby secured, I hereby
cancel same to be discharged.
The Boston Tow Co
R. N. Gage, President.
Attest: Henry A. McMasters, Town Clerk.

Boston, June 25, 1895

Berry Brothers — R. N. Gage.

Know all men by these presents, that we
John Berry of Southboro. Mass. and Jake Berry
of Millbury, Mass. doing business under the firm
name of Berry Brothers in the said Commonwealth
of Massachusetts, in consideration of Seven hun-
dred and fifty Dollars, paid by R. N. Gage, having
a usual place of business at Boston, Mass, the
receipt whereof is hereby acknowledged, do hereby
grant, sell, transfer and deliver unto the said
R. N. Gage the following goods and chattels
namely;

Nine new dump carts, three new wood sleds
(2 horse), three derricks and appurtenances, one
upright boiler and hoisting engine, one open
buggy and one road cart.

Also all beds, bedding, carpets, pictures, books,
crockery, china and glass ware, all ornaments and
bric-a-brac, and all other personal property of

every name and nature owned by us and situated in the Towns of Southboro and Millbury, Mass.

Also all other personal property which shall during the continuance of this mortgage be given or placed on the said premises, in addition to or substitution for that specified.

To have and to hold all and singular the said goods and chattels to the said R. W. Gage and his executors, administrators and assigns, to their own use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owner of the said goods and chattels; that they are free from all incumbrances, that we have good right to sell the same as aforesaid; and that we will warrant and defend the same against the lawful claims and demands of all persons.

Provided, nevertheless, that if we or our executors, administrators or assigns, shall pay unto the grantee, or his executors, administrators or assigns, the sum of Seven hundred and fifty dollars in three months from the date hereof, together with interest at the rate of five per cent per month payable monthly, upon said principal sum until paid, as is agreed in note of even date herewith, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than One thousand dollars, for the benefit of the grantee and his executors, administrators and assigns, at such Insurance Office as they shall approve; shall not waste or destroy the same, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or remove from present location the same or any part thereof; then this deed, as also a note of even date herewith, signed by us whereby we promise to pay to the grantee or order the said sum and interest at the time aforesaid, shall be void. The mortgagee is not liable for any charges or expenses for repairing or improving said property, or for rent or storage of same; we also agree to pay Two Dollars for actual expense of making and recording the loan,

But upon any default in the performance or observance of the foregoing conditions, the grantee, his executors, administrators, or assigns, or any person or persons in its behalf, shall have the right and privilege of entering, without notice to the mortgagor, and forcibly if necessary, any building or place in which said goods or chattels may be, and of removing the same therefrom, without being guilty of any trespass or tort, or liable in any way therefor, and of selling said property or any part thereof at such time or times, and place or places, as he may choose, either at public auction or private sale; and the mortgagee or his representatives shall endorse upon the note hereby secured, the net proceeds, after paying all necessary expenses and charges of the sale or sales, and may hold the mortgagor to pay any balance that may be due thereon. The debtor shall be notified in the manner provided in Sec 7, Chap. 192 of the Public Statutes, of the time and place of any sale to be made in foreclosure proceedings, at least seven days before such sale.

Or upon any default in the performance or observance of the foregoing condition, the grantee, his executors, administrators or assigns, (instead of proceeding as aforesaid) may elect to become the absolute owner of said property, and upon his giving to the mortgagor or their representatives seven days notice of such election (or leaving such notice at the last residence or place of business of the mortgagor or their representatives, known to the mortgagee) the grantee his executors, administrators, or assigns, shall become the absolute owner of said property, and all right, title and interest of the mortgagor or their representatives shall cease, and said title shall vest absolutely in the mortgagee, his executors, administrators, and assigns, by accepting and taking the same in satisfaction of the debt hereby secured, and thereafter the mortgagee, his executors, administrators, or assigns, or any person or persons in his behalf, may, forcibly if necessary, enter any building or place in which their goods or chattels may be, and remove the same therefrom, without being guilty of any trespass or tort, or liable in any way therefor.

And it is agreed that the grantee, or his

executors, administrators or assigns, or any person or persons in his behalf, may purchase at sale or sales aforesaid: and that in the default in the performance of the conditions of this deed, we and our executors, administrators and assigns may retain possession of the above mortgaged property, and may use and enjoy the same.

In witness whereof we the said John Berry and Jake Berry have set our hands and seals this twenty first day of January in the year one thousand eight hundred and ninety five.

Signed, sealed and delivered in presence of Edward C. Leach to all

Berry Brothers (L.S.)
John Berry (L.S.)
Jake Berry (L.S.)

Received and recorded January 25th 1895. 4 h. 10 m. P.M.

A true copy
Attest: Henry A. McMaster
Town Clerk.

John and Jake Berry = Roscoe W. Gage.

Know all men by these presents, That we, John Berry, of Fayville, in the Town of Southboro, and Jake Berry of the Town of Millbury, both in the County of Worcester and Commonwealth of Massachusetts, In consideration of one dollar and other good and valuable considerations to us paid by Roscoe W. Gage, of Boston, in the County of Suffolk and the said Commonwealth, the receipt whereof we do hereby acknowledge, do hereby assign and transfer to said Roscoe W. Gage all claims and demands which we now have, and all which at any time between the date hereof and the first day of May next we may and shall have against the Town of Millbury in the County of Worcester and said Commonwealth, for all sums of money due, and for all sums of money and demands which at any time between the date hereof and the

said first day of May next now and shall become due to us for services as collectors under a certain contract now existing between the said John Berry, Jake Berry and Peter J. Maloney, as Berry Bros. and Maloney and the said Town of Millbury, Mass. to have and to hold the same to the said Roscoe W. Gage, his executors, administrators and assigns forever.

And we the said John Berry and Jake Berry, do constitute and appoint the said Roscoe W. Gage, and his assigns, to be our attorney irrevocable in the premises, to do and perform all acts, matters and things, touching the premises in the like manner to all intents and purposes, as we could if personally present.

In witness we have set our hands and seals this 25th day of January 1895,

Signed, sealed and delivered in presence of Edward E. Leach to all

Berry Brothers (L.S.)
John Berry (L.S.)
John Berry (L.S.)

Received and recorded January 25th 1895. 8h 10m P M,
A true copy
Attest: Henry A. McMaster
Town Clerk.

Asa T. Reade — Samuel B. Bird.

Know all men by these presents, that I Asa T. Reade of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Three hundred and twenty five dollars paid by Samuel B. Bird in the County of Middlesex and Commonwealth aforesaid, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Samuel B. Bird, the following goods and chattels, namely:

Two grade Jersey Cows. - One red Cow. - One red and white Cow. - One brown Cow. - One black and white line back Cow. - One four year old new milch Cow. One yearling Red and white Heifer. - One black yearling Heifer. - One hay Wagon. - One express wagon. - One horse Cart. - One open Buggy. - One top Buggy. - One Sleigh. - One horse Sled. - One Stone Drag. - Three Plows. - One Harrow. One mowing Machine. - One horse Rake. - One pair Harnesses. - One express Harness. - One light Harness. - One cart Harness. - One wolf skin Robe. - Five Swine. - One Calf. - One breeding Sow. - Hay in the barn. - Corn in the granary. - Potatoes in house cellar.

To have and to hold all and singular the said goods and chattels to the said Samuel B. Bird and his executors, administrators and assigns, to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels, that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless, that if I or my executors, administrators, or assigns, shall pay unto the vendee or his executors, administrators, or assigns, the sum of Three hundred and twenty five dollars in two years from this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chat-

insured against fire, in a sum not less than Two hundred dollars, for the benefit of the vendee and his executors, administrators and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached or mesne process, and shall not depart with the consent in writing of the vendee or his representatives, attempt to sell or to remove from the premises occupied by me, the same or any part thereof, - then this deed, as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee, or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving five days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said County. And out of the money arising from such sale the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus if any, to me or my executors, administrators, or assigns.

And it is agreed that the vendee or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns, may retain possession of the above mortgaged property, and may use and enjoy the same, but after such default, the vendee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof

be situated, and remove the same therefrom.
In witness whereof I the said Asa T. Reade
hereunto set my hand and seal this first day
of February in the year one thousand eight
hundred and ninety five.
Signed and sealed
in presence of
H. A. McMaster.
Asa T. Reade. (L.S.)

Recorded and recorded Feb. 1st 1895. 9h. 0m A.M.
A true copy.
Attest: Henry A. McMaster
Town Clerk

Jesse C. Lawrence of Celia A. Tatt - Boston Loan Co.

Know all men by these presents that we
Jesse C. Tatt and Lucie Celia A. Tatt of
Southboro Mass. in consideration of Two
Hundred Dollars paid by The Boston Loan
Company having a usual place of business
at Boston Mass. the receipt whereof we
hereby acknowledge, do hereby grant, sell,
transfer and deliver unto the said The
Boston Loan Company, the following goods and
chattels, namely: One Couch covered in Silk one
Rattan Easy Chair with Cushion to same one
Century Cane Chamber Set of Bedstead Bureau &
Commode, Stand One Woven Wire Spring One Top
Mattress One Oak Century Cane Extension Table,
One Sewing Machine No. 1358710 Oak Case & Drawers, One Oak
Rocking Chair & Cushion, One Oak Case
Upholstered Rocker & Cushion, One Rattan Rocker,
One Round Extension Table One Black Walnut
Bureau, One Oak Stained Desk, One Domestic Sewing
Machine # 13523230 Oak Case & Drawers, One Oak
Upholstered Rocker & Cushion, One Oak Extension
Table, One Oak Sideboard, One Small Rattan Rocker,
One Round Extension Table One Black Walnut
Bureau, One Oak Stained Desk, One Domestic Sewing
Machine # 13523230 Oak Case & Drawers, One Oak
Upholstered Rocker & Cushion, One

One Oak Bureau, 1 Mirror One Plush Rocker One Cherry Tea Table Set of Hoda, Cat Rocker, Corner, Easy & 4 Fine Chairs, 6 Carpets, 1 Hall Light 1 Stove, 3 Pair Portieres, 7 Brackets and 1 Br. Muslin Curtains & Fixtures to same, One Cherry and One Oak Centre Table, One Oak Plush Seat Rocker, about 12 yds Tapestry Carpet, One B.W.P.F. Chamber Set complete with Hair Mattress & Woven Wire Springs, One Curled H. Hair Chair, 1 Iron Footed Brass trimmed W.W. Spring & Hair Mattress, Six Feather Pillows, One Refrigerator, Set of Oak Tables, Two Kit Chairs, Pd. 3 Br. Linoleum, One Shiar Range etc, Also One Open side Spring Buggy, Blk Body and Red Gummed Tire, One Black Pd & Red Plush Cutter Sleigh, One R.F. Harness, and One Silk Nose "Dick" about 7 years Weight about 1100 lbs. Mark & Star on Forehead

Also all beds, bedding, carpets, pictures, books, crockery, china and glassware all ornaments and bric-a-brac, and all other personal property of every name and nature now owned by us and situated on premises occupied by us in the Fordville Dist. of said Southbor. Mass.

Also all other personal property which shall during the continuance of this mortgage be fixed or placed on the said premises, in addition to, or substitution for that specified.

To have and to hold all and singular the said goods and chattels to the said The Boston Loan Company and its successors and assigns, to their own use and behoof forever.

And we hereby covenant with the Grantee that we are the lawful owners of the said goods and chattels; that they are free from all incumbrances, that we have good right to sell the same as aforesaid; and that we will warrant and defend the same against the lawful claims and demands of all persons.

Provided, nevertheless, that if we, or our executors, administrators or assigns shall pay unto the Grantee or its successors or assigns, the sum of Two Hundred dollars in Thirty months from the date hereof, together with interest at the rate of Eight dollars per month, payable

monthly upon said principal sum until said, as it is agreed in note of even date herewith, and until such payment shall be, the said goods and chattels insured against fire in a sum not less than Six Hundred dollars, for the benefit of the Grantee and its successors and assigns, at such Insurance Office as they shall approve; shall not waste or destroy the same, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with consent in writing of the Grantee or its successors, attempt to sell or remove from the present location the same or any part thereof, then this deed, as also a note of even date herewith, signed by me, hereby, we promise to pay to the Grantee or order the said sum and interest at the time aforesaid, shall be void. The mortgagee is not to be liable for any charges or expenses for repairing or improvements and insuring or for keeping or storage of the same.

It is also agreed to pay Fifty 25/100 dollars for actual expenses of making and securing the loan.

And in case of default in the performance or observance of the foregoing conditions the Grantee its successors or assigns, or any person or persons on its behalf, shall have the right and power of entering without notice to mortgagor and forcibly if necessary, any building or place in which said goods or chattels may be, and of removing the same therefrom without being guilty of any trespass or tort, or liable in any way therefor, and of selling said property or any part thereof at such time or times, and place or places, as they may choose, either at public auction or privately as aforesaid; and the mortgagee or its successors shall indorse upon the note hereby secured the net proceeds after paying all necessary charges and expenses of the sale or sales and shall hold the mortgagor to pay any balance that may be due thereon.

The debtor shall be notified in the manner provided in Sec. 4 Chap. 192 of the Public Statutes of this State and time of any sale to be made in pursuance thereof at least seven days before such sale.

Upon any default in the performance of the foregoing condition, the Grantee, its successors or assigns (instead of proceeding as aforesaid) may, viz: to become the absolute owners of said property and upon their giving to the mortgagors or their representatives seven days notice of such election (ordering such notice at the last residence or place of business of the mortgagors or their representatives, known to the mortgagee) the grantee, its successors or assigns shall become the absolute owners of said property, and all right, title and interest of the mortgagors or their representatives shall cease and said property absolutely in the mortgagee, its successors and assigns - they accepting and taking the same in satisfaction of the debt thereby secured, and thereafter the mortgagee, its successors or assigns or any person or persons in their behalf may peaceably enter into any building or place in which the goods or chattels may be, and remove the same therefrom, without being guilty of any trespass or tort or liable in any way therefor.

And it is agreed that the grantee, its successors or assigns or any person or persons in their behalf may purchase at any sale or sales made as aforesaid; and that until default in the performance of the conditions of this deed and our executors, administrators and assigns may retain possession of the above mortgaged property, and may use and enjoy the same.

In witness whereof I the said Jesse C. Taft and Ella C. Taft have hereunto set our hands and seals this twenty eighth day of March in the year one thousand

eighteen hundred and ninety five.
Signed sealed and delivered
in presence of } Jessie C. Capt
E. L. Green } Ella G. Capt

Received and recorded March 21st 1895 - 11 h. 35 m. A.M.
A true copy
Attest: H. Scott Carpenter
Asst. Town Clerk

Bonfilio Perini - Charles S Parmenter & Walter Green.

Know all men by these presents. that I Bonfilio Perini of Southborough in the County of Worcester and Commonwealth of Massachusetts. in consideration of Two hundred and fifty dollars to me paid by Charles S Parmenter and Walter Green. both of said Southborough. the receipt whereof is hereby acknowledged. do hereby grant. sell. transfer. and deliver unto the said Charles S Parmenter and Walter Green. the following goods and chattels. namely;

One chestnut colored Driving Horse. (white face) about six years old. One grey mare called Maggie about six years old. One grey mare called Kate. about seven years old. One Phaeton top Buggy. One set Brass mounted double Harness. One black mounted driving Harness. One derrick and derrick outfit. Standing on land leased from Mary L. Draper. in Southborough.

Seventy five hand drills. Six jump drills. Six stone hammers. Five iron bars. Fifty pounds of half round and Wedges. One blacksmiths Forge.

To have and to hold all and singular the said goods and chattels to the said Charles S Parmenter and Walter Green and their executors administrators. and assigns. to their own use and behoof forever.

And I hereby covenant with the vendees. that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances. except two mortgages. which cover the

two grey mares within mentioned and held, one by the Boston Loan Company, and one by A. W. Gage, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons, except as aforesaid.

Provided nevertheless that if I or my executors, administrators, or assigns, shall pay unto the vendees or their executors, administrators, or assigns, the sum of Two hundred and fifty dollars, in three months from this date, with interest as stated in a note of even date signed by me, and until such payment shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof, to be attached on mesne process, and shall not, except with the consent in writing of the vendees or their representatives, attempt to sell or to remove from the said Commonwealth, the same or any part thereof, - then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendees or their executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving to the mortgagor or to the person in possession of the property claiming the same written notice of the intention to foreclose the mortgage for breach of the condition thereof, which notice shall be served by leaving a copy with the mortgagor or person in possession of the property claiming the same, or by publishing it once a week for three successive weeks in one of the principal newspapers published in the town or city where the mortgage is properly recorded or where the property is situated, or, if there is no such paper, in one of the principal newspapers published in such County. And out of the money arising from such sale, the vendees or their representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by them, - them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the vendee or their executors, administrators, or assigns, or any person or persons in their behalf may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same; but after such default the vendee or those claiming under them may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part may be situated and remove the same therefrom.

In witness whereof I the said Bonfilio Perini hereunto set my hand and seal this fifth day of April in the year one thousand eight hundred and ninety five.

Signed and sealed in presence of Francis D. Newton } Bonfiglio Perini (L.S.)

Received and recorded April 13th 1895, 10h. 4m A.M.

A true copy
attest: Henry A. McMaster
Town Clerk.

Berry Bros. - Roscoe W. Gage.

Know all men by these presents, That we John Berry of Fayville, in the Town of Southboro. and Jake Berry of the Town of Millbury, both in the County of Worcester and Commonwealth of Massachusetts,

In consideration of one dollar and other good and valuable consideration to us paid by Roscoe W. Gage of Boston, in the County of Suffolk and said Commonwealth, the receipt whereof we do hereby acknowledge, do hereby assign and transfer to said Roscoe W. Gage all claims and demands which we now have, and all which, at any time between the date hereof and the first day of August next, we may, and shall have against the Town of Millbury in the County of Worcester and said Commonwealth, for all sums of money due, and for all sums of money and demands which, at any time between the date hereof and the first day of August next may and shall become due to us, for services as contractors, under a certain contract now existing between the said John Berry, Jake Berry and Peter J. Maloney, as Berry Bros and Maloney and the said Town of Millbury, Mass. to have and to hold the same to the said Roscoe W. Gage, ~~and~~ his executors, administrators and assigns forever.

And we the said John Berry and Jake Berry, do constitute and appoint the said Roscoe W. Gage and his assigns, to be our attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes, as we could if personally present.

In witness whereof we have set our hands and seals this twenty second day of April 1895.

Signed, sealed and delivered in presence of
Edward C. Leach

Berry Brothers (L.S.)
John Berry (L.S.)
Jake Berry (L.S.)

Received and recorded April 24th 1895. 9h. o m A. M.

A true copy
Attest: Henry A. McMaster,
Town Clerk

Henry F. Pope - James F. Chickering

Know all men by these presents, that I Henry F. Pope of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of Forty dollars to me paid by James F. Chickering of said Southborough, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said James F. Chickering the following goods and chattels, namely; One Traverse Runner Pung, One black Horse, One Ice Cream Wagon, and one Cow.

To have and to hold all and singular the said goods and chattels to the said James F. Chickering, and his executors, administrators, and assigns, to their own use and behoof forever.

And I do hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless, that if I or my executors administrators, or assigns, shall pay unto the vendee or his executors, administrators, or assigns, the sum of Forty dollars ($40.) in four months and seven days from this date, with interest as stated in a promisory note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Forty dollars for the benefit of the vendee and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not except with the consent in writing of the vendee or his representatives attempt to sell or to remove from said Southborough the same or any part thereof, - then this deed, as also the aforesaid note shall be void.

But upon any default in the performance of the foregoing condition, the vendee or his executors,

administrators, or assigns, may sell the said goods and chattels, at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him then in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the vendee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns, may retain possession of the above mortgaged property, and may use and enjoy the same, but after such default the vendee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof I the said Henry F Pope hereunto set my hand and seal this twenty second day of April in the year one thousand eight hundred and ninety five.

Signed and sealed in presence of Francis D Newton } Henry F Pope (L.S.)

Received and recorded April 30th 1895. 9h. 27m A.M.

A true copy
attest: Henry A. McMasters.
Town Clerk.

Thomas L Corcoran - Betsey S. Fairbanks.

Know all men by these presents. that I Thomas L Corcoran of Southborough in the County of Worcester and Commonwealth of Massachusetts. in consideration of One hundred and twenty five dollars to me paid by Betsy S. Fairbanks of said Southborough. the receipt whereof is hereby acknowledged. do hereby grant. sell. transfer and deliver unto the said Betsy S. Fairbanks. the following goods and chattels. namely.

One black Cow. called Kavie. - One brown Cow called Framingham. - One black and white Cow. - One black and white Cow called Daisy. One Jersey Cow. - One white Cow. - One bay mare called Fanny. - One brown Mare. - One red mare called Dolly. - One one spring top Buggy. - One open Buggy.

To have and to hold all and singular the said goods and chattels to the said Betsy S. Fairbanks and her executors. administrators. and assigns. to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances. that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless. that if I or my executors. administrators. or assigns. shall pay unto the vendee or her executors. administrators. or assigns. the sum of One hundred and twenty five dollars. in one year from this date. with interest as stated in a note of even date signed by me and until payment shall keep the said goods and chattels insured against fire in a sum not less than One hundred and twenty five dollars. for the benefit of the vendee. and her executors. administrators and assigns. in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels. nor suffer them or any part thereof to be attached on mesne process. and shall not except with the

consent in writing of the vendee or her representatives attempt to sell or to remove from said Commonwealth the same or any part thereof - then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee or her executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the vendee or her representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by her or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators or assigns.

And it is agreed that the vendee or her executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns, may retain possession of the above mortgaged property, and may use and enjoy the same, but after such default, the vendee or those claiming under her may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Thomas C. Corcoran hereunto set my hand and seal this thirteenth day of May in the year one thousand eight hundred and ninety five.

Signed and sealed
in presence of
Francis D. Fenton.

Thomas C. Corcoran (L.S.)

Received and recorded May 16th 1895. 11 h. 51 m. A. M.

Attest: Henry A. McMasters, Town Clerk.
A true copy.

William A. Gould - Waldo B. Fay

Know all men by these presents, That I William A. Gould of Southboro, in the County of Worcester, in consideration of one dollar and other consideration to me paid by Waldo B. Fay of said Southboro, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to the said Waldo B. Fay all claims and demands which I now have, or all which, at any time between the date hereof and the first day of June 1898, I may and shall have against the Inhabitants of the Town of Southboro, for all sums of money due, and for all sums of money and demand which, at any time between the date hereof and the said first day of June 1898, may and shall become due to me, for services as Policeman, to have and to hold the same to the said Waldo B. Fay his executors, administrators and assigns forever.

And I William A. Gould do hereby constitute and appoint the said Waldo B. Fay and his assigns to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes, as I could if personally present.

In witness whereof, I have set my hand and seal this twentieth day of May, 1895.

Signed and sealed in presence of John W. Slattery } William A. Gould. L.S.

Received and recorded May 21st 1895, 7 h 18m A.M.

A true copy
attest: Henry A. McMaster,
Town Clerk

Commonwealth of Massachusetts.

I Domenica Frank of Fayville in Southborough in said Commonwealth, married woman, hereby certify that the name of my husband is Yard Frank.- that I propose to do business on my separate account,- that the nature of the business proposed to be done by me is that of selling shoes, cigars, tobacco and other small articles kept in a variety store, and that the place where such business is to be done is at a store in the large shoe shop near the N. Y. N. H. & H. R. R. station in Fayville in the town of Southborough in said Commonwealth

In witness whereof I hereto set my hand this eighteenth day of May A. D. 1895.

Witness
Francis D. Newton

her
Domenica × Frank
mark.

A true copy
attest: Henry A. McMasters.
Town Clerk.

Dennis M. Toomey.- William Pender.

Know all men by these presents, That I Dennis M. Toomey of Southborough in the County of Worcester, in consideration of One Dollar and other good consideration to me paid by William Pender of said Southborough, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said William Pender all claims and demands which I now have, and all which at any time between the date hereof and the First day of January next I may, and shall have against George Cabletto and John Salmon, both of said Southborough, doing business in said Southborough, as Cabletto & Salmon for all sums of money due, and for all sums of money and demand which, at any time between the date hereof and the said First day of January next may and shall become due to me, for services as a mason

to have and to hold the same to the said William Pender, his executors, administrators, and assigns forever.

And I Dennis M. Toomey do hereby constitute and appoint the said William Pender and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises, in the like manner to all intents and purposes, as I could if personally present.

In witness whereof, I have set my hand and seal this eighteenth day of June 1895.

Signed sealed and delivered in presence of
Wm. J. Stumpf

Dennis M. Toomey (L.S.)

Received and recorded June 21st 1895, 6h 45m A. M.
A true copy
Attest, Henry A. McMasters,
Town Clerk

Hannah E. Simpson – Catherine Nugent.

Know all men by these presents, That I Hannah E. Simpson wife of Fred K. Simpson of Southborough, in the Commonwealth of Massachusetts, in consideration of Five hundred dollars paid by Catherine Nugent of Hopkinton in said Commonwealth, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Catherine Nugent the following goods and chattels, namely: All the household furniture in the dwelling house now occupied by me in said Southborough, called the Edgar Lamprey place, consisting of kitchen, dining room, and sitting room furniture, twenty beds and clothing and furnishings for the same, three stoves, and other household articles and effects, also all the crockery ware and cutlery and table ware and table furnishings and dining chairs in said paemise, Together with each, and every other article of household goods, effects or furniture now in said premises, Also one bay horse, one democrat wagon, one harness, robes, hay cart and about forty fowl kept on said premises.

To have and to hold all and singular the said goods and chattels to the said Catherine Nugent and her executors, administrators and assigns to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I, or my executors, administrators, or assigns, shall pay unto the grantee, or her executors, administrators, or assigns, the sum of Five hundred dollars on demand from this date, with interest as stated in one note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Five hundred dollars for the benefit of the grantee and her executors, administrators and assigns, in such form and in such insurance companies as they shall approve; shall not waste or destroy the said

goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or her representatives, attempt to sell or to remove from said Southborough the same or any part thereof, — then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or her executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving five days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough or in Marlborough in said Commonwealth. And out of the money arising from such sale the grantee, or her representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by her or them in relation to said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the grantee, or her executors, administrators, or assigns or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under her may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Hannah E. Simpson hereunto set my hand and seal this nineteenth day of July in the year one

thousand eight hundred and ninety five.

Signed, sealed and delivered in presence of James W. McDonald. } Hannah E. Simpson (L.S.)

Received and recorded July 20, 1895, 8 hr. 5 m. A. M.
A true copy.
Attest. Henry A. McMaster,
Town Clerk.

Thomas Douglas. - Francis Wright.

Know all men by these presents, that I Thomas Douglas of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of One thousand dollars to me paid by Francis Wright of said Southborough the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Francis Wright the following goods and chattels, namely:

One black horse called Jim, One brown mare called Hattie, One roan mare called Dolly, One bay horse called Bill, One bay horse called Champion, One bay horse called Punch, One bay horse called Sam, Eight sets of single cart harnesses, Two sets of double cart harnesses, One side hill plow, One contractor's plow.

To have and to hold all and singular the said goods and chattels to the said Francis Wright and his executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided, nevertheless, that if I, or my executors, administrators, or assigns, shall pay unto the vendee, or his executors, administrators, or assigns, the sum of One

thousand dollars in one year from this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Five hundred dollars, for the benefit of the vendee, and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not except with with the consent in writing of the vendee or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof,— then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee, or his executors, administrators, or assigns, may sell the said goods and chattels, at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week in some one newspaper published in said Southborough. And out of the money arising from such sale, the vendee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the vendee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns, may retain possession of the above mortgaged property, and may use and enjoy the same, but after such default, the vendee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Thomas Douglas

hereunto set my hand and seal this fifteenth day of July in the year one thousand eight hundred and ninety-five.

Signed, and sealed in presence of Francis D. Newton. } Thomas Douglas. (L.S.)

Received and recorded July 15, 1895 8 hr. 58 m. A. M.
A true copy
Attest: Henry C. Wheeler
Town Clerk.

Charles O. Misener – Michael Mc Carthy.

Know all men by these presents that I Charles O. Misener of Southborough in the county of Worcester Massachusetts, in consideration of Seventeen and 00/100 dollars paid by Michael Mc Carthy of said Southborough the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Michael Mc Carthy the following goods and chattels, namely:

One light bay horse kept by me in A. D. Howe's barn in said Southborough.

To have and to hold all and singular the said goods and chattels to the said Michael Mc Carthy and his executors, administrators, and assigns to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I, or my executors administrators, or assigns, shall pay unto the grantee, or his executors, administrators, or assigns, the sum of Seventeen and 00/100 dollars in two months from this date, with interest as stated in a note of even date signed by me, and until such payment shall

not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof, — then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said county. And out of the money arising from such sale the grantee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators or assigns.

And it is agreed that the grantee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Charles O. Misener hereunto set my hand and seal this twenty-sixth day of July in the year

one thousand eight hundred and ninety-five.

Signed, sealed and delivered in presence of J. J. Shaughnessy. } Charles O. Musener. L.S.

Received and recorded July 26, 1895. 10 hr. 56m. A. M.
A true copy.
Attest: Henry A. McMasters.
Town Clerk.

Louis Burk – Edmond A. Evans.

Know all men by these presents: that I Louis Burk of Clinton in the County of Worcester in consideration of One hundred seventy five dollars to me paid by Edmond A. Evans of Clinton aforesaid, the receipt whereof is hereby acknowledged, do hereby assign and transfer to said Edmond A. Evans all claims and demands which I now have, and all which, at any time between the date hereof and the first day of July next, I may and shall have against Moulton and O'Mahoney or the City of Boston for all sums of money due, and for all sums of money and demand which, at any time between the date hereof and the said first day of July next may and shall become due to me, for labor and services, to have and to hold the same to the said Edmond A. Evans his executors, administrators, and assigns forever.

And I Louis Burk do hereby constitute and appoint the said Edmond A. Evans and his assigns to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises, in the like manner to all intents and purposes, as I could if personally present.

In witness whereof I have set my hand and seal this twenty second day of July 1895.

Signed, Sealed and delivered in presence of Wm. H. Fay } Louis Burk L.S.

Received and recorded Aug. 1, 1895. at 40 A. M.
A true copy.
Attest: Henry A. McMasters,
Town Clerk.

John L. Byard - Silas E. Simonds.

Know all men by these presents that I, John L. Byard of Southboro in the County of Worcester in consideration of two hundred and fifty dollars paid by Silas E. Simonds of Marlborough in the County of Middlesex, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Silas E. Simonds the following goods and chattels, namely:

All the hay now in my barn in said Southborough, estimated at about twenty tons, one bay horse about twelve years old, one dark bay horse eight years old, one black and white Holstein heifer, one year old, one red and white Ayrshire heifer two years old, one red and white Durham heifer two years old, one Durham and Ayrshire heifer, white with red spots, three years old, one democrat wagon, one sleigh, one milk pung, one light harness, two cultivators, one harrow, one horserake, one mowing machine, one Esty organ, all being on my farm in said Southborough

To have and to hold all and singular the said goods and chattels to the said Silas E. Simonds and his executors, administrators and assigns to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators or assigns shall pay unto the grantee or his executors, administrators or assigns the sum of two hundred and fifty dollars in one year from this date with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than two hundred and fifty dollars for the benefit of the grantee and his executors, administrators and assigns in such form and in such insurance companies as they shall approve; shall not waste or destroy the said goods and chattels nor suffer them or any part thereof to be attached on mesne process, and shall not, except

with the consent in writing of the grantee or his representatives attempt to sell or to remove from the same or any part thereof, — then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee or his executors, administrators or assigns, may sell the said goods and chattels at public auction, first giving twenty-one days notice in writing of the time and place of sale to me or my representatives or publishing said notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the grantee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by them in relation to the said property or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators or assigns.

And it is agreed that the grantee, or his executors, administrators or assigns, or any person or persons in their behalf may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed, I and my executors, administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof I the said John L. Bryard hereunto set my hand and seal this nineteenth day of August, in the year one thousand eight hundred and ninety-five

John L. Bryard (L.S.)

Received and recorded Aug. 19, 1895, 8 hr. 15 m. P. M

A true copy.

Attest: Henry A. McMaster Town Clerk
Asst Town Clerk

Annie F. Byard.

Know all men by these presents that I, Annie F. Byard, wife of John L. Byard of Southborough in the County of Worcester, hereby certify that I propose to do business on my separate account; that my husband's name is John L. Byard, the nature of the business I propose to do, is that of keeping and selling eggs and poultry, and the place where I propose to carry it on, is the farm of my said husband, on the road leading from Southborough to Northborough, in the westerly part of said Southborough.

In witness whereof I hereunto set my hand this nineteenth day of August, 1895.

Annie F. Byard.

Received and recorded Aug. 19, 1895, 8 hr. 15 mn. P. M.

A true copy,

Attest: Henry A. McMasters Town Clerk
Scott Carpenter Asst. Town Clerk.

Charles Blair – Charles Carpenter.

Know all men by these presents, that I Charles Blair (sometimes called Charles La Clare) of Southborough in the County of Worcester in consideration of two hundred dollars to me paid by Charles Carpenter of Framingham, County of Middlesex, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Charles Carpenter all claims and demands which I now have, and all which, at any time between the date hereof and the first day of January next, I may and shall have against Jesse Moulten and Michael O Mahoney (doing business in Southborough under the firm name of Moulten and O Mahoney) for all sums of money due and for all sums of money and demand which, at any time between the date hereof and the said first day of January next, may and shall become due to me, for services as laborer to have and to hold the same to the said Charles

Carpenter, his executors, administrators, and assigns forever.

And I, Charles Blair do hereby constitute and appoint the said Charles Carpenter and his assigns to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes, as I could if personally present.

In witness whereof, I have set my hand and seal, this twentieth day of August, 1895.

Signed, sealed and delivered in presence of Francis L. Newton } Charles his X mark Blair L. S.

Received and recorded Aug. 22, 1895, 3 hr. 5 m. P. M.
A true copy,
Attest: Henry C. McMaster, Town Clerk.
Asst. Town Clerk.

James H. Caddigan – Waldo B. Fay.

Know all men by these presents, That I James H. Caddigan of Southborough in the County of Worcester in consideration of one dollar and other consideration to me paid by Waldo B. Fay of said Southborough the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Waldo B. Fay all claims and demands which I now have, and all which at any time between the date hereof and the Twelfth day of September next I may and shall have against the inhabitants of the Town of Southborough for all sums of money due, and for all sums of money and demand which, at any time between the date hereof and the said twelfth day of September next may and shall become due to me for services as Policeman, to have and to hold the same to the said Waldo B. Fay his executors, administrators and assigns forever.

And I James H. Caddigan do hereby constitute and appoint the said Waldo B. Fay

and his assigns to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises, in the like manner to all intents and purposes, as I could if personally present.

In witness whereof I have set my hand and seal this twelfth day of September 1895.

Signed, Sealed and Delivered in presence of H. E. McMaster. } James H. Caddigan L.S.

Received and recorded Sept. 12th 1895. 3 h o m P.M.
A true copy
attest: Henry A. McMaster.
Town Clerk.

Freda Della – Castanzo Pictrangelo

Know all men by these presents, That I Freda Della of Southborough in the County of Worcester, in consideration of one dollar and other good consideration to me paid by Castanzo Pictrangelo of Southborough aforesaid, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Castanzo Pictrangelo all claims and demands which I now have, and all which, at any time between the date hereof and the first day of January next, I may and shall have against Charles Linnehan of Cambridge, Mass. doing business in said Southborough, for all sums of money due, and for all sums of money and demand which, at any time between the date hereof and the said first day of January next, may and shall become due to me, for labor performed and furnished, digging and removing earth for said Linnehan in said Southborough, to have and to hold the same to the said Castanzo Pictrangelo, his executors, administrators and assigns forever.

And I, Freda Della do hereby constitute and appoint the said Castanzo Pictrangelo and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things

touching the premises in the like manner to all intents and purposes, as I could if personally present. In witness whereof, I have set hand and seal this eleventh day of September 1895.

Signed, sealed and delivered in presence of J. J. Shaughnessy

his
Fred X Lillie (L.S.)
mark

Received and recorded Sept. 12th 1895, 8 h. 2m A.M.

A true copy
Attest: Henry A. McMaster
Town Clerk.

Antony Manfredo - Joseph Petriz.

Know all men by these presents, That I Antony Manfredo of Southborough in the County of Worcester in consideration of one dollar and other valuable considerations to me paid by Joseph Petriz of said Southborough the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Joseph Petriz all claims and demands which I now have, and all which, at any time between the date hereof and the first day of January next, I may and shall have against John Donavan of said Southborough for all sums of money due and for all sums of money and demand, which at any time between the date hereof and the said first day of January next, may and shall become due to me, for services as a laborer to have and to hold the same to the said Joseph Petriz, his executors, administrators and assigns forever.

And I, Antony Manfredo do hereby constitute and appoint the said Joseph Petriz and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises, in the like manner to all intents and purposes, as I could if personally present.

In witness whereof, I have set my hand and seal this twenty-third day of September, 1895.

Signed, sealed, and delivered, in presence of J. W. Mc Donald.

his
Antony X Manfredo. (L. S.)
mark.

Received and recorded September 24, 1895, 8 hr. 25 m. A.M.
A true copy
Attest: Henry A. McMaster,
Town Clerk.

Warren W. Slay - Forrest E. Slay.

Know all men by these presents: That I, Warren W. Slay of Southboro' in the County of Worcester, Mass. in consideration of two hundred dollars to me paid by Forrest E. Slay of Southboro' aforesaid the receipt whereof I do hereby acknowledge, do hereby assign and transfer to the said Forrest E. Slay all claims and demands which I now have, and all which at any time between the date hereof and the first day of March next, I may and shall have against the town of Southboro' aforesaid for all sums of money due, and for all sums of money and demand which, at any time between the date hereof and the said first day of March next, may and shall become due to me for services as police officer to have and to hold the same to the said Forrest E. Slay his executors, administrators, and assigns forever.

And I, Warren W. Slay do hereby constitute and appoint the said Forrest E. Slay and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes, as I could if personally present.

In witness whereof I have set my hand and seal this first day of Nov. 1895.

Signed, sealed and delivered in presence of Edgar Weeks. } Warren W. Slay. (L.S.)

Received and recorded November 1, 1895, 12 hr. 56 m. P.M.
A true copy
Attest: Henry A. McMaster
Town Clerk.

Claflin - Barney.

Know all men by these presents, That I, Elliot S. Claflin of Southboro' in the County of Worcester in consideration of four hundred and fifty dollars to me paid by Eugene Barney of said Southboro' the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Eugene Barney all claims and demands which I now have, and all which, at any time between the date hereof and the first day of April next, I may and shall have against the town of Southboro' aforesaid for all sums of money due, and for all sums of money and demand which, at any time between the date hereof and the said first day of April next, may and shall become due to me, for services as patrol man in said town to have and to hold the same to the said Eugene Barney his executors, administrators and assigns forever.

And I, Elliot S. Claflin do hereby constitute and appoint the said Eugene Barney and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises, in the like manner to all intents and purposes, as I could if personally present.

In witness whereof, I have set my hand and seal, this second day of Oct., 1895.

Signed, sealed and delivered
in presence of
Edgar Weeks.
Daniel F. Kelly.

Elliot S. Claflin. (L. S.)

Received and recorded October 2, 1895, 3 hr. 25 m. P. M.

A true copy

Attest: Henry A. McMaster
Town Clerk.

Jane Frank – Frank De Cesore.

Know all men by these presents that I, Jane Frank of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of One hundred and fifty dollars paid by Frank De Cesore the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Frank De Cesore the following goods and chattels, namely.

A shanty with ells and sheds connected therewith built on section of Boston Water Basin worked by Charles Linnehan said shanty being newly built and located as above in said Southborough.

To have and to hold all and singular the said goods and chattels to the said Frank De Cesore and his executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

In witness whereof I the said Jane Frank have hereunto set my hand and seal this eighteenth day of September in the year one thousand eight hundred and ninety-five.

Signed, sealed, and delivered in presence of
J. J. Shaughnessy,
Wm. J. Sturtef

Jane Frank (L.S.)

Received and recorded November 21, 1895, 11 hr. 40 m. A.M.
A true copy
Attest: Henry A. McMaster,
Town Clerk.

Braithwaite - Braithwaite.

Know all men by these presents, that I, John J. Braithwaite of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of Four hundred dollars paid by James W. Braithwaite of Hopkinton in the County of Middlesex and said Commonwealth, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said James W. Braithwaite the following goods and chattels, namely:

One pair of black horses one seven years old and one eight years old.
One grey horse eight years old.
One two-horse tip cart.
One one-horse tip cart.
One set of double harnesses.
all now in my possession in said Southborough

To have and to hold all and singular the said goods and chattels to the said James W. Braithwaite and his executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I, or my executors, administrators or assigns shall pay unto the vendee, or his executors, administrators, or assigns, the sum of Four hundred dollars on demand from this date, with interest as stated in a note of even date signed by me, and until such payment, shall not waste or destroy the said goods and chattels nor suffer them or any part thereof to be attached on mesne process and shall not, except with the consent in writing of the vendee or his representatives, attempt to sell or to remove from Southborough the same or any part thereof, - this deed, as also the aforesaid note, shall be void.

But if any default in the performance or observance of the foregoing conditions, the vendee or his executors, administrators or assigns

may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough and out of the money arising from such sale the vendee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the vendee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the conditions of this deed and my executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the vendee or those claiming under him may take immediate possession of said property and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said John J. Braithwaite hereunto set my hand and seal this first day of November in the year one thousand eight hundred and ninety-five.

Signed and sealed in presence of G. L. Hemenway. John J. Braithwaite. (L.S.)

Received and recorded Nov 6, 1895 9 hrs A.M.

A true copy

Attest: Henry C. McWhirter

Town Clerk.

Dominick Roma - Nathan C. Upham.

Know all men by these presents that I Dominick Roma of Southborough, Worcester County, Mass. in consideration of ($146) one hundred forty six dollars to me paid by Nathan C. Upham of Filchburg in said County, the receipt of which I do hereby acknowledge, do hereby sell, assign and transfer to said Upham the interest hereinafter set forth in all claims and demands which I now have under and by virtue of a certain contract existing between me and Charles Lenihan of Cambridge, Middlesex County, Mass. against said Lenihan, and in all sums of money due and all sums of money & demand which may hereafter become due to me from said Lenihan under said contract, which said contract is for excavating certain areas of land in said Southborough, and is the only contract now existing between said Lenihan and myself, or which ever existed between us.

Said interest hereby assigned and transferred is as follows.

Said Lenihan is to pay over to said Upham one half of all moneys now due or to become due me under said contract, after Lenihan has paid my workmen and grain bills now guaranteed by him according to the terms of said contract, and is also to pay over to said Upham upon the completion of said contract the moneys then becoming due, namely, the fifteen per cent of the contract price withheld by said Lenihan until completion of the contract until the payments above provided for have amounted to said sum of ($146.00) one hundred and forty six dollars and interest thereon from date of this assignment, and said Lenihan is hereby authorized and requested to pay said sum to said Upham in the manner above provided whenever such moneys shall become due to me, and said Nathan C. Upham's receipts to him therefor shall fully discharge said Lenihans liability to me therefor.

To have and to hold the interest in

said contract above set forth and my wages thereunder for my services to said Upham his executors, administrators and assigns forever.

And I Dominick Romeo do hereby constitute and appoint the said Nathan C. Upham and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises, in the like manner to all intents and purposes, as I could if personally present.

In witness whereof, I have set my hand and seal this 26 day of November 1895.

Signed, sealed and delivered in presence of
Edgar Weeks
Francis D. Newton

Dominick Romeo (L.S.)

Received and recorded Nov. 26th 1895, 3h 15m P.M.

A true copy
Attest: Henry A. McMaster,
Town Clerk.

Samuel F. Draper — Frank J. Meagher

Know all men by these presents that I Samuel F. Draper, of Southborough, Massachusetts, doing business in Marlborough, Massachusetts, under the name of the Marlborough Die Company, in consideration of **five hundred dollars** paid by Frank J. Meagher, of said Marlborough, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Frank J. Meagher the following goods and chattels, namely:

Six anvils, two grindstones with frames and arbors, one drill lathe, one emery grinder, - one Gallagher buzzer, one compbell buzzer, - six vises, a lot of tongs and hammers, four forges, - one blower, a quantity of piping, - all in the die manufacturing shop in the rear of Wood & Willards machine shop on Linden Street in said Marlborough, together with all the stock and materials in said die

shop; Said personal property being the same purchased by me of said Frank S. Meagher this day, excepting a portion of the stock and materials. Also hereby granting all the machines, machinery, tools, implements, stock and materials hereafter purchased by me, the vendor and added to the equipment of said die shop;

To have and to hold all and singular the said goods and chattels to the said Frank S. Meagher and his executors, administrators, and assigns, to their own use and behoof forever;

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns, shall pay unto the vendee or his executors, administrators, or assigns, the sum of Five hundred dollars on demand from this date, with interest payable semi-annually, at the rate of six per cent per annum upon said principal sum until paid, as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Five hundred dollars, for the benefit of the vendee and his executors, administrators, and assigns in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached in mesne process; and shall not, except with the consent in writing of the vendee, or his representatives, attempt to sell or to remove from said die shop, the same or any part thereof, except the stock and materials in the usual course of business, the same or any part thereof, - then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee or his executors, administrators, or assigns, may

sell the said goods and chattels at public auction, first giving five days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Marlborough. And out of the money arising from such sale the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators or assigns.

And it is agreed that the vendee or his executors, administrators, or assigns, or any person or persons in their behalf may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same; but after such default, the vendee or those claiming under him may take immediate possession of said property and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Samuel S. Draper hereunto set my hand and seal this twentieth day of November in the year one thousand eight hundred and ninety-five.

Signed and sealed in presence of James W. McDonald } Samuel S. Draper.

Received and recorded Nov. 30th 1895. 7h 26m P.M.

A true copy
attest: Henry A. McMaster
Town Clerk.

Thomas Douglas - Francis Wright

Know all men by these presents, that I Thomas Douglas of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Three hundred dollars paid by Francis Wright of said Southborough on the receipt whereof is hereby acknowledged, do hereby grant sell transfer and deliver unto the said Francis Wright the following goods and chattels, namely;

One brown horse called Frank
One brown horse called Ned;
One sorrel horse called Bill.

To have and to hold all and singular the said goods and chattels to the said Francis Wright and his executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided, nevertheless, that if I or my executors, administrators or assigns, shall pay unto the vendee or his executors, administrators, or assigns, the sum of Three hundred dollars in one year from this date, with interest as stated in a note of even date signed by , and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Three hundred dollars for the benefit of the vendee, and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not except with the consent in writing of the vendee or his representatives, attempt to sell or to remove from said Commonwealth the same or any part thereof - then this deed as also the aforesaid note, shall be void.

But upon any default in the performance or

observance of the foregoing condition, the vendee, or his executors, administrators or assigns may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some newspaper published in said Southborough.

And out of the money arising from such sale the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus if any, to myself or my executors, administrators, or assigns.

And it is agreed that the vendee or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed and executors, administrators, and assigns, may retain possession of the above mortgaged property, and may use and enjoy the same, but after such default, the vendee or those claiming under him may take immediate possession of said property, and for that purpose, may so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness I, the said Thomas Douglas hereunto set my hand and seal this nineteenth day of December, one thousand eight hundred and eighty five.

Signed and Sealed in presence of Francis D. Newton } Thomas Douglas, L.S.

Received and recorded Dec. 20th 1895. 11 h 27m A. M.

A true copy
Attest: Henry A. McMaster,
Town Clerk.

Joanna F. Cassidy – Frank E. Cassidy.

Know all men by these presents that I, Joanna F. Cassidy of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of three hundred dollars paid by Frank E. Cassidy of Millis in the County of Norfolk and said Commonwealth, the receipt whereof is hereby acknowledged, do hereby grant, sell, bargain, and deliver unto the said Frank E. Cassidy the following goods and chattels, namely:

One black horse called "Dan". One other black horse called "Nigger". One black mare called "Kitty". One bay mare called "Mary". One bay horse called "Bay Billy". One bay horse called "Little Billy". Six single top carts and six single cart harnesses, being the same this day bought by me me of said Frank E. Cassidy.

To have and to hold all and singular the said goods and chattels to the said Frank E. Cassidy and his executors, administrators and assigns to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns shall pay unto the grantee or his executors, administrators, or assigns the sum of three hundred dollars in six months from this date, with interest as stated in my note of even date signed by me, shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from Southborough the same or any part thereof, – then this deed as also the

aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee or his executors, administrators, or assigns, may sell the said goods and chattels, at public auction, first giving ten days notice in writing of the time and place to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Worcester County. And out of the money arising from such sale, the grantee or his representative shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the grantee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may so far as I can give authority therefor, enter upon any premises on which said property or any part thereof, may be situated, and remove the same therefrom.

In witness whereof I the said Joanna F. Cassidy hereunto set my hand and seal this twentieth day of December in the year one thousand eight hundred and ninety five.

Signed sealed and delivered in presence of } Mrs. Joanna F. Cassidy (L.S.)

Received and recorded December 24th 1895, 7h 10m P. M.

A true copy.

Attest: Henry A. McMaster,
Town Clerk.

Joanna F. Cassidy.

I, Joanna F. Cassidy, of Southborough in the County of Worcester and Commonwealth of Massachusetts, am doing on my separate account the business of keeping boarders in said Southborough in the house which is situate on the Northerly side of the highway leading from Fayville so called, in Southborough, to Westborough, and being the second house westerly from the church in said Fayville, which is situate on the northerly side of said highway. And I further certify that my husband's name is John J. Cassidy

Dated this twentieth day of December A.D. 1895.

Mrs. Joanna F. Cassidy.

A true copy

Attest: Henry A. McMaster,
Town Clerk.

Cornelius H. Thornell - Ellen J. Driscoll.

Know all men by these presents, that I Cornelius H. Thornell of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Three hundred and fifty ($350.) dollars paid by Ellen J. Driscoll of Cambridge in the County of Middlesex and Commonwealth aforesaid the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Ellen J. Driscoll the following goods and chattels namely:

One bay mare about twelve years old; One bay horse about nine years old; One double Harness; also two horse carts, and all of said goods and chattels are containing in the premises occupied by me, in that part of Southborough called Fayville.

To have and to hold all and singular the said goods and chattels to the said Ellen J. Driscoll and her executors, administrators, and assigns, to their own use and behoof forever.

over

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns shall pay unto the vendee or her executors, administrators, or assigns the sum of Three hundred and fifty dollars on demand from this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than the vendors interest therein — dollars for the benefit of the vendee and her executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the vendee or her representatives, attempt to sell or to remove from said Fayette except so far as is necessary in my business, the same or any part thereof; - then this deed, as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee, or her executors administrators, or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough.

And out of the money arising from such sale the vendee or her representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by her or them in relation to the said property or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, & assigns.

And it is agreed that the vendee or her executors, administrators, or assigns, or any person or persons

in their behalf may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the vendee or those claiming under him may take immediate possession of said property and for that purpose may enter as far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof I the said Cornelius H. Thornell hereunto set my hand and seal this twenty eighth day of December in the year one thousand eight hundred and ninety five.

Signed and sealed in presence of Margaret E. Thornell } Cornelius H. Thornell (L.S.)

Received and recorded Jan. 4th 1896. 11h. 21m A.M.
A true copy
attest: Henry A. McMaster
Town Clerk

Filippo Goccia - Vito & Lalfei Novio.

Know all men that I, Filippo Goccia of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of the sum Forty eight dollars paid to me by Vito and Lalfei Novio both of said Southborough, the receipt whereof is hereby acknowledged, do hereby sell, transfer, and deliver unto the said parties of the second part, all my right, title and interest in and to the following goods and chattels, namely;

One white horse - Two open Buggies. - One light Harness. - Two Stoves. - Eight Beds and the bedding belonging thereto - Three Tables. - all the crockery, glass ware, kitchen utensils in the house now occupied in partnership by

myself and said parties of the first part. One show case, and all the goods, wares, merchandise, furniture, and fixtures in that part of the house used as a store or elsewhere about the premises.

To have and to hold all and singular the said goods and chattels to the said parties of the second part and their executors and administrators and assigns forever.

I hereby covenant with the vendees that I am the lawful owner of one undivided half part of the above described goods and chattels and have good right to sell and dispose the same as aforesaid; that the same are free from all incumbrances, except their right and interest in the other undivided half part of the same, and that I will warrant and defend the same against the lawful claims and demands of all persons except as aforesaid.

In witness whereof I hereunto set my hand and seal this Seventeenth day of January A. D. 1896.

Witness
Francis D. Newton. } Filippo Goccia (L.S.)

Receive and recorded Jan. 17th 1896. 2 h. 15 m. P. M.
A true copy
attest: Henry A. McMaster.
Town Clerk.

L. W. Baker. Simon B. Gage
Southboro Jan. 13 '96.

L. W. Baker bought of Simon B. Gage
1 chestnut mare Nell.
1 Bay horse Harry.
to remain in my possession till a note of
($110) one hundred and ten dollars am paid
Simon B. Gage.
Receive and recorded Jan. 30th 1896. 11 h. 25 m. A. M.
A true copy
attest: Henry A. McMaster.
Town Clerk.

Charles Carpenter - Leroy E. Coolidge

Know all men by these presents. that I Charles Carpenter of Southborough in the County of Worcester. and Commonwealth of Massachusetts. in consideration of Two hundred and fifty three and 50/100 paid by Leroy E. Coolidge of Hopkinton in County of Middlesex the receipt whereof is hereby acknowledged. do hereby grant. sell. transfer and deliver unto the said Leroy E. Coolidge. the following goods and chattels. namely.

One pair of bay horses. - One bay horse. One black horse. Two black mares. Two. two horse tip carts. One stone wagon. Two pair of double harnesses. One new two horse sled. all now in my possession in said Southborough. One new pair of double harness.

To have and to hold all and singular the said goods and chattels to the said Leroy E. Coolidge and his executors. administrators. and assigns. to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances. except what claim the said Coolidge has on them. that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons except said claim. Provided nevertheless that if I or my executors. administrators. or assigns. shall pay unto the vendee or his executors. administrators. or assigns the sum of Two hundred fifty three and 50/100 dollars. on demand from this date with interest as stated in a note of even date signed by me. and until such payment shall not waste or destroy the said goods and chattels. nor suffer them or any part thereof to be attached on mesne process. and shall not. except with the consent in writing of

the vendee or his representatives attempt to sell or to remove from said Southborough the same or any part thereof — then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition the vendee or his executors administrators or assigns may sell the said goods and chattels at public auction first giving five days notice in writing of the time and place of sale to me or my representatives or publishing such notice once a week for three successive weeks in some one newspaper published in said County. And out of the money arising from such sale the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage whether then or thereafter payable including all costs charges and expenses incurred or sustained by them in relation to the said property or to discharge any claims or liens of third persons affecting the same: rendering the surplus if any to me or my executors administrators or assigns.

And it is agreed that the vendee or his executors administrators or assigns or any person or persons in their behalf may purchase at any sale made as aforesaid: and that until default in the performance or observance of the condition of this deed I and my executors administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same but after such default the vendee or those claiming under him may take immediate possession of said property and for that purpose may so far as I can give authority therefor enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof I the said Charles Carpenter hereunto set my hand and seal this 31st day of January in the year one thousand eight hundred and ninety six.

Signed and sealed in presence of } Charles his × mark Carpenter (L.S.)
H. A. McMaster.

Received and recorded January 31st 1896 10h 25m A. M.
Attest: Henry A. McMaster
Town Clerk

Simon B. Gage. - Francis Wright.

Know all men by these presents that I Simon B. Gage of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of One hundred and fifty dollars to me paid by Francis Wright of said Southborough the receipt whereof is hereby acknowledged. do hereby grant. sell. transfer and deliver unto the said Francis Wright the following goods and chattels. namely:
One bay horse called Harry. One chestnut horse. called Dave. One black horse called Frank. One chestnut mare. Nell. One bay horse called Charlie. One brown horse Ki. One bay mare called Topsy. One bay mare called Killie. Six single lip carts. Eight single cart harnesses.

To have and to hold all and singular the said goods and chattels. to the said Francis Wright and his executors. administrators. and assigns. to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances. except a mortgage of Two hundred dollars held by H. C. Grinsman of Canton Mass. that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons. except as aforesaid:
Provided nevertheless, that if I. or my executors, administrators or assigns. shall pay unto the vendee or his executors. administrators. or assigns the sum of One hundred and fifty dollars in three months from this date. with interest as stated in a note of even date signed by me. and until such payment. shall not waste or destroy the said goods and chattels. nor suffer them or any part thereof to be attached on mesne process. and shall not except with the consent in writing of the vendee or his representatives. attempt to sell or to remove from the Commonwealth. the same or any part thereof

then this deed as also the aforesaid note shall be void.
But upon any default in the performance or observance of the foregoing condition, the vendee or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said South borough. And out of the money arising from such sale, the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus if any to me or my executors, administrators, or assigns.

And it is agreed that the vendee, or his executors, administrators, or assigns or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I or my executors, administrators, and assigns may retain possession of the above mortgaged property and may use and enjoy the same; but after such default, the vendee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Simon B. Gage hereunto set my hand and seal this twelfth day of February in the year one thousand eight hundred and ninety six.

Signed and sealed in presence of Francis D. Newton } Simon B. Gage (L.S.)

Received and recorded Feb. 18th 1896. 11 h 54m A. M.
A true copy
Attest: Henry A. McMaster. Town Clerk

Luigi Malcheidi - David H. Brewer.

Know all men by these presents, that I Luigi Malcheidi of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of One hundred and seventy five dollars, to me paid by David H. Brewer of said Southborough, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said David H. Brewer the following goods and chattels, namely;

1 Bay horse called Tom. 1 black mare called Nellie. 1 Roan mare called Dolly.

To have and to hold all and singular the said goods and chattels to the said David H. Brewer and his executors, administrators, and assigns to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns, shall pay unto the grantee, or his executors, administrators or assigns, the sum of One hundred and seventy five dollars in four months from this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than One hundred and seventy five dollars for the benefit of the grantee and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from the Commonwealth of Massachusetts, the same or any part thereof.-

Know all men by these presents that I Luigi Malcheidi of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of the sum of One hundred and seventy five dollars to me paid by David H. Brewer of said Southborough the receipt whereof I hereby acknowledge and release and discharge the said David H. Brewer his heirs and assigns the within described property, mortgage hereby released. Witness my hand and seal this 14th day of June A.D. 1896.

Luigi Malcheidi

A true copy of discharge.
Attest; Edwin A. Merrifield
Town Clerk.

then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee or his executors, administrators or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough, and out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums, then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by me or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators or assigns.

And it is agreed that the grantee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Luigi Malcheidi hereunto set my hand and seal this twelfth day of March in the one thousand eight hundred and ninety six.

Signed, sealed and delivered in presence of
Francis D. Newton

Luigi Malchiodi (L.S.)

Received and recorded March 21, 1896. 5h 50m P.M.

A true copy, attest: Henry A. McMaster, Town Clerk.

Daniel F. Kelley – Francis Wright.

Know all men by these presents. That I Daniel F. Kelley of Southborough in the County of Worcester, in consideration of One hundred dollars to me paid by Francis Wright of said Southborough the receipt I do hereby acknowledge, do hereby assign and transfer to said Francis Wright all claims and demands which I now have, and all which, at any time between the date hereof and the first day of November next; I may and shall have against said Town of Southborough for all sums of money due, and for all sums of money and demands which, at any time between the date hereof and the said first day of November next, may and shall become due to me, for services as Lamplighter, to have and to hold the same to the said Francis Wright, his executors, administrators, and assigns forever.

And I, Daniel F. Kelley do hereby constitute and appoint the said Francis Wright and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises, in the like manner to all intents and purposes, as I could if personally present.

In witness whereof, I have set my hand and seal this twenty eighth day of April 1896.

Signed sealed and delivered in presence of George L. Hemenway } Daniel F. Kelley (L.S.)

Received and recorded April 30th 1896. 9h 18m A.M.

A true copy

attest: Henry A. McMaster.
Town Clerk.

B. Perini – Stevie Garbarino

I. B. Perini of Southborough in the Commonwealth of Massachusetts in consideration of one dollar to me paid by Stevie Garbarino of Framingham in said Commonwealth. the receipt whereof is hereby acknowledged. as well as my present indebtedness to him. do hereby. assign. transfer and make over unto him all sums of money now due me. or hereafter to be and become due me. from Moulton & O'Mahoney. to an amount of. and not exceeding Five hundred dollars. and I hereby constitute and appoint said Garbarino to be my attorney for me and in my behalf. to his own use. to collect. sue for. and receipt for the same. hereby ratifying all that my attorney may lawfully do by virtue of these presents.

In witness whereof I hereunto set my hand and seal this thirteenth day of February A. D. 1896.

B. Perini (L.S.)

Received and recorded May 7th 1896. 9h 50m A. M.

A true copy

Attest: Henry A. McMaster.
Town Clerk.

James Lavelle – Mary Duffey.

Know all men by these presents. that I James Lavelle of Southborough in the County of Worcester and Commonwealth of Massachusetts. in consideration of Three hundred dollars to me paid by Mary Duffey of said Southboro. the receipt whereof is hereby acknowledged. do hereby grant. sell. transfer. and deliver unto the said Mary Duffey. the following goods and chattels. namely.

Four Cows. – two yearlings. – one bull. – one heifer. – one top buggie. – one open buggie. – one democrat wagon. – one plow. – one harrow. and all the farm tools on my place in said Southboro. meaning and intending to convey

all the cattle, wagons, and farming tools on my home place in said Southboro.

To have and to hold all and singular the said goods and chattels to the said Mary Duffey and her executors, administrators, and assigns to their own use and behoof forever.

And I for myself covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless, that if I or my executors, administrators, or assigns, shall pay unto the vendee, or his executors, administrators, or assigns the sum of Three hundred dollars on demand from this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a reasonable sum for the benefit of the vendee and her executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached by mesne process, and shall not except with the consent in writing of the vendee or her representatives, attempt to sell or to remove from Southboro the same or any part thereof then this deed as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition the vendee or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me, or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southboro. And out of the money arising from such sale, the vendee or her representatives shall be entitled to retain

all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by her or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus if any, to me, or my executors, administrators, or assigns.

And it is agreed that the vendee or her executors administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns, may retain possession of the above mortgaged property, and may use and enjoy the same. But after such default, the vendee or those claiming under her may take immediate possession of said property and for that purpose may so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof I the said James Lavelle hereunto set my hand and seal this twenty second day of May in the year one thousand eight hundred and ninety six.

Signed and sealed in presence of John W. Slattery. } James his ✕ Lavelle mark.

Received and recorded May 23rd 1896. 7 h. 0 m P. M.

A true copy attest. Henry A. McMaster, Town Clerk.

Domenick Roma – Michall Rubino.

Know all men by these presents that I Domenick Roma of Southborough in the County of Worcester Massachusetts in consideration of Six hundred dollars paid by Michall Rubino of said Southborough formerly of Troy New York the receipt whereof is hereby acknowledged do hereby grant sell transfer and deliver unto the said Michael Rubino the following goods and chattels namely:

Three horses three mares – two double tip carts three single tip carts two double harnesses & two single harnesses. Said property being located in Fayville in said Southborough.

This mortgage is to be renewed at its expiration of only six months following this date and all property injured or destroyed by the mortgagor to be replaced by other property and each mortgage hereafter written to include the newly acquired property.

To have and to hold all and singular the said goods and chattels to the said Michael Rubino and his executors administrators and assigns to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels that they are free from all incumbrances that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons. Provided nevertheless that if I or my executors administrators or assigns shall pay unto the grantee or his executors administrators or assigns the sum of Six hundred dollars on demand from this date with interest as stated in a note of even date signed by me and until such payment shall keep the said goods and chattels insured against fire in a sum not less than six hundred dollars for the benefit of the grantee and his executors administrators and assigns in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels nor suffer them or any part thereof to be attached

on mesne process, and shall not except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from said Southborough, the same or any part thereof, — then this deed as also the aforesaid note shall be void.
But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said County. And out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.
And it is agreed that the grantee or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid: and that until default in the performance or observance of the condition of this deed I and my executors, administrators and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under me may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.
In witness whereof I the said Domenik Roma hereunto set my hand and seal this ninth day of June in the year one thousand eight hundred and ninety six.

Signed sealed and delivered in presence of
J. J. Shaughnessy

Domenick Roma (L.S.)

Received and recorded June 9th 1896, 4 hr. 25 m P.M.
A true copy, Attest: Henry A. McMasters, Town Clerk.

B. Perini – Henry S. Harris & Co.

Know all men by these presents, that I B. Perini of Fayville, Mass, in the County of Worcester, in consideration of Two hundred and fifty dollars to me paid by Henry S. Harris & Co. of Boston, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Henry S Harris & Co. all claims and demands which I now have, and all which, at any time between the date hereof and the first day of January next, I may and shall have against the Metropolitan Water Works for all sums of money due, and for all sums of money and demand which, at any time between the date hereof and the said first day of January next may and shall become due to me for services & building culverts on So. Framingham and Marlboro road to have and to hold the same to the said Henry S. Harris & Co. their executors, administrators, and assigns forever.

And I B. Perini do hereby constitute and appoint the said Henry S Harris & Co and their assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises, in the like manner, to all intents and purposes, as I could if personally present.

In witness whereof I have set my hand and seal, this fifteenth day of June 1896.

Signed, sealed and delivered in presence of } B. Perini L.S.
Benj A. Harris

Received and recorded June 19th 1896. 6h. P.M.
A true copy,
attest: Henry A. McMaster
Town Clerk.

John J. Braithwaite — James W. Braithwaite

Know all men by these presents that I, John J. Braithwaite of Southboro in the County of Worcester and Commonwealth of Massachusetts in consideration of one dollar and other considerations paid to me by James W. Braithwaite of Hopkinton, in the County of Middlesex and said Commonwealth the receipt whereof is hereby acknowledged, do hereby sell, transfer and assign to the said James W. Braithwaite all the money due me or coming to me from this date to the first day of January 1897 from Moulton and Mahoney of Boston in the County of Suffolk and said Commonwealth, on account of work and labor done and furnished by me on, basin in Southboro or in connection therewith, meaning and intending to assign to the said James W. Braithwaite any money due me in any way from said Moulton and Mahoney, and I hereby constitute said James W. Braithwaite my attorney irrevocable, to do and act in all the matters in connection with said contract, as fully and completely as I could do. In token whereof I hereby set my hand and seal at Westboro this nineteenth of June A. D. 1896.

Witness
Minnie M. Browne } John J. Braithwaite L.S.

Received and recorded June 20. 1896. 7h 30m A. M.
A true copy
Attest: Henry W. McNaster.
Town Clerk.

Elliot S. Claflin- Charles S. Parmenter.

Know all men by these presents. that I Elliot S. Claflin of Southboro in the County of Worcester and Commonwealth of Massachusetts. in consideration of One hundred dollars to me paid by Charles S. Parmenter of said Southborough. the receipt whereof is hereby acknowledged. do hereby. assign. transfer. and set over to said Charles S. Parmenter all money and wages now due me from the Town of Southboro in said County, and all money and wages which may become due to me between now and the first day of January 1897. and I hereby constitute and appoint said Charles S. Parmenter my attorney to do and perform all acts in connection with said wages. which I might do if I was present.

In token whereof I do hereto set my hand and seal this twenty sixth day of June A. D. 1896.

Witness
J. E. Beeman } Elliot S. Claflin (L.S.)

Received and recorded June 27th 1896. 1h-50m P. M.
A true copy
attest: Henry A. McMaster.
Town Clerk.

Margaret Riley – H. A. McMaster.

Know all men by these presents. that I Margaret Riley of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Thirty dollars. paid by H. A. McMaster. of said Southborough the receipt whereof is hereby acknowledged. do hereby grant. sell transfer and deliver unto the said H. A. McMaster the following goods and chattels. namely:
One bay horse 6 years old weight about 1200 ℔
One bay horse. 7 years old. weight about 1200 ℔
To have and to hold all and singular the said goods and chattels to the said H. A. McMaster his executors. administrators. and assigns. to their own use and behoof forever.
And I the said mortgagor for myself and my executors. administrators. and assigns. that I am lawfully possessed of the said goods and chattels as of my own property: that the same are free from all incumbrances. and that I will and my executors and administrators shall warrant and defend the same to the said mortgagee his executors. administrators. and assigns. against the lawful claims and demands of all persons.
Provided nevertheless. that if the said mortgagor, her executors. or administrators. shall well and truly pay unto the said mortgagee his executors. administrators or assigns the sum of Thirty dollars ($30.00), on demand. then this deed as also a certain Promissory Note. bearing even date herewith. signed by the said mortgagor whereby she promises to pay the said mortgagee the said sum and interest at the time aforesaid shall be void; otherwise shall remain in full force and virtue.
And provided. also. that until default by the said mortgagor her executors and administrators in the performance of the condition aforesaid. or of some part thereof, it shall and may be lawful for her or them to keep possession of the said granted property. and to use and enjoy the same; but in case of such default or if the same or any part thereof shall be attached at any time before payment as aforesaid. by any other cred-

Harvey Jewell full satisfaction for the amount secured by this mortgage & hereby discharges and the same. H. A. McMasters.
Southboro. Oct. 1. 1897.

itor or creditors of the said mortgagor or if the said mortgagor her executors or administrators shall attempt to sell the same or any part thereof without notice to the said mortgagee his executors administrators or assigns and without his or their assent to such sale in writing expressed; or shall remove the same or any part thereof except for use in her business without such notice and assent then it shall be lawful for the said mortgagee his executors administrators or assigns to take immediate possession of the whole of the said granted property to his or their own use and to sell and dispose of the whole or of so much of said granted property at public auction as shall produce a sum of money sufficient to pay and discharge the above mentioned debt or liability with interest and all costs and charges of keeping and selling the same and all just equitable liens then existing thereon without further notice or demand except giving ten days notice of the time and place of said sale to said mortgagor or his legal representatives; and after the said debt or liability with interest cost charges and liens shall be so discharged and satisfied the surplus of the money arising from said sale and the residue of said granted property shall be paid and restored to said mortgagor or her legal representatives discharged from all claim under this mortgage.

In witness whereof I the said Margaret Riley hereunto set my hand and seal this thirteenth day of June in the year one thousand eight hundred and ninety six.

Signed and sealed in presence of } Margaret Riley (L.S.)

Received and recorded June 13th 1896 8 h. 35 m. A.M.

A true copy
attest: Henry A. McMaster
Town Clerk.

Melvin E. Barney – William E. Barney

Know all men by these presents that I Melvin E. Barney of Southborough in the County of Worcester in consideration of seven hundred and fifty dollars to me paid by William E. Barney of said Southborough the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said William E. Barney all claims and demands which I now have, and all which, at any time between the date hereof and the first day of May next, I may shall and have against Richard A. Malone and James Mc Gray for all sums of money due and for all sums of money and demand which, at any time betwixt the date hereof and the said first day of May next, may and shall become due to me for services as Blacksmith to have and to hold the same to the said William E. Barney, his executors, administrators, and assigns forever.

And I Melvin E. Barney do hereby constitute and appoint the said William E. Barney and his assigns to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes as I could if personally present.

In witness whereof, I have set my hand and seal this third day of July 1896.

Signed, sealed and delivered in presence of } Melvin E. Barney (L.S.)

Received and recorded July. 10th 1896. 7h. o.m A.M.

A true copy

attest: Henry A McMaster.
Town Clerk.

B. Pereni – Henry S. Harris & Co.

Know all men by these presents, that I B. Pereni of Fayville in the County of Worcester in consideration of One thousand dollars to me paid by Henry S. Harris & Co. of Boston, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Henry S. Harris & Co. all claims and demands which I now have, and all which, at any time between the date hereof and the first day of June next, I may and shall have against Moulton & Mahoney, for all sums of money due, and for all sums of money and demands which at any time between the date hereof and the said first day of June next, may and shall become due to me, for services as Section B. Basin 5 to have and to hold the same to the said Henry S. Harris & Co. his executors, administrators and assigns forever.

And I B. Pereni do hereby constitute and appoint the said Henry S. Harris & Co. and his assigns to be my attorney irrevocable in the premises, to do and perform all acts, matters, and things touching the premises in the like manner to all intents and purposes, as I could if personally present.

In witness whereof, I have set my hand and seal this twenty seventh day of June 1896.

Signed, sealed, and delivered in presence of
B. A. Harris

B. Pereni (L.S.)

Received and recorded June 14th 1896. 6h 30m P.M.
A true copy.
attest: Henry A. McMaster
Town Clerk.

Allen D. Howe. - Charles B. Sawin.

Know all men by these presents that I, Allen D. Howe of Southborough in the County of Worcester, and Commonwealth of Massachusetts in consideration of Fifteen hundred dollars ($1,500.) paid by Charles B. Sawin of said Southborough, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Charles B. Sawin, the following goods and chattels, namely.

One yellow and white Ayrshire cow, six years old; one all yellow cow, six years old; one yellow and white cow six years old, high horns; one brown and white cow, five years old, no horns; one Jersey cow eight years old, big horns; one dark brown cow, six years old, high horns; one dark red cow four years old, short horns; one grade Guernsey cow nine years old, short horns; one yellow and white cow, six years old, big horns; one grade Jersey cow, black, eight years old; one grade Ayrshire cow mostly white, five years old; one grade Jersy cow, ten years old; one black and white cow, nine years old, horns broken; one Ayrshire mostly white, dehorned, red head; one Ayrshire cow, mostly white, six years old, large horns; one Ayrshire cow, red and white, eleven years old; one grade Dutch, mostly white, six years old; one Ayrshire cow, brown and white, eight years old, long horns; one brown Jersey, black face, eight years old; one mostly white dehorned cow, red ears; one black grade Jersey six years old, waxy horns; one yellow grade Jersey cow eight years old, one horn lopped; one yellow cow ten years old; one red and white Ayrshire cow, dehorned, five years old; one red and white Ayrshird cow, white face four years old; one dark red Ayrshire cow eleven years old; one grade Jersey, yellow and white, five years old; one all black cow, three years old, big horns; one grade Dutch cow five years old; one grade Ayrshire cow, all colors, five years old; one Dutch cow, black and white, six years old; one Ayrshire cow

Recorded Nov. 20 1897.
Southborough.
Being a release of the covenant secured by this mortgage
& hereby discharged and cancelled this sixth day of
October A.D. 1897.
Attest: Edwin A. McMaster. Town Clerk.

red some white. nine years old; one all black grade Jersey eleven years old; one grade Ayrshire eleven years old; one grade Ayrshire seven years old; one grade Dutch cow, black and white seven years old; one grade Dutch cow, black and white eight years old; one grade Ayrshire mostly red, eight years old, blind; one grade Ayrshire, mostly red, six years old; one grade Ayrshire, mostly red, five years old, dehorned; one grade Ayrshire red, ten years, big horns; one grade Ayrshire, red and white, ten years old, high horns; one grade Ayrshire, eight years old; one grade Guernsey, five years old; one grade Dutch cow, black and white five years old, dehorned; one grade Dutch cow black and white six years old, dehorned; one grade Ayrshire mostly white, six years old, big horns; one grade Ayrshire mostly red and white, ten years old, no horns; one grade Jersey all fawn colour, eight years old; one Ayrshire cow, red and white, eight years old; one Ayrshire cow, mottled face, eight years old, big horns; one Ayrshire cow yellow, ten years old, high horns; one Ayrshire cow red and white, eight years, high wavy horns; one all black cow, dehorned, five years old; one dark red cow, brown head, eight years old; one dark brown cow, ten years old; one mostly white Ayrshire cow six years old; one grade Ayrshire cow, red and white six years old; one grade Ayrshire, star in forehead, one horn shut; one large black and white Dutch cow, six years old, big horns; one large black and white Dutch cow, five years old; one large black and white Dutch cow, six years old; one large black and white Dutch cow, eight years old; one large all black ~~Dutch~~ cow, six years old, big horns; one large all black cow, seven years old, high horns; one large all black cow five years old, dehorned; one grade Ayrshire cow, mouse and white, eleven years old; one Ayrshire cow, one hip down, five years old; one Jersey cow, red and white, six years old, wavy horns.

To have and to hold all and singular the said goods and chattels to the said

Charles B. Sawin and his executors, administrators, and assigns to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns, shall pay unto the grantee or his executors, administrators, or assigns the sum of fifteen hundred dollars ($1500.-) on demand in from this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than fifteen hundred dollars, for the benifit of the grantee and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached or process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from the same or any part thereof. - then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving days notice in writing of the time and place of sale, to me or my representatives, & publishing such notice once a week for three successive weeks in some one newspaper published in said

And out of the money arising from such sale, the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property.

or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators or assigns.

And it is agreed that the grantor or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default the grantee or those claiming under him may take immediate possession of said property and for that purpose may so far as I can give authority therefor enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Allen D. Howe hereunto set my hand and seal this twenty fourth day of July in the year one thousand eight hundred and ninety six.

Signed, sealed and delivered in presence of } A. D. Howe. L.S.

Received and recorded July 25th 1896. 7 h 20 m A. M.

A true copy.

attest: Henry A. McMaster.
Town Clerk.

Christiana W. Braithwaite.
Commonwealth of Massachusetts.

I Christiana W. Braithwaite of Southborough. in said Commonwealth. married woman. hereby certify that the name of my husband is John I. Braithwaite.- that I propose to do business on my separate account.- that the nature of the business proposed to be done by me is that of Farming and Keeper of a Boarding house. and that the place where such business is to be done is at or Southville Road street in the town of Southborough in said Commonwealth.

In witness whereof I hereunto set my hand this twenty first day of July A.D, 1896.

Christina W. Braithwaite

Received and recorded July. 27th 1896. 8h. 5m A. M.
A true copy
attest! Henry A. McMaster.
Town Clerk.

Charles Blais - Harry H. Jones

Know all men by these presents. That I Charles Blais of Southborough in the County of Worcester in consideration of Two hundred Dollars to me paid by Harry H. Jones of Southborough aforesaid. the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Harry H. Jones all claims and demands which I now have, and all which at any time between the date hereof and the fifteenth day of July next. I may and shall have against Jesse Moulton and Michael O'Mahoney. for all sums of money due. and for all sums of money and demand which. at any time between the date hereof and the said fifteenth day of July next may and shall become due to me for services as Laborer to have and to hold

the same to the said Harry H Jones, his executors, administrators, and assigns forever.

And I Charles Blais do hereby Constitute and appoint the said Harry H Jones and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes, as I could if personally present.

In witness whereof, I have set my hand and seal, this fifteenth day of July 1896.

Signed, sealed and delivered in presence of
Francis D. Newton

Charles his x Blais mark. L.S.

Received and recorded July 27th 1896. 2h 14m P.M.
A true copy
attest: Henry A. McMasters,
Town Clerk.

Ernesto Resigari & Rosario Celata. — Luigi Silvestri

Know all men by these presents that we Ernesto Resigari and Rosario Celata both of Both of Boston, County of Suffolk and Commonwealth of Massachusetts in consideration of Seven hundred and sixty eight (768.00) dollars paid by Luigi Silvestri of Boston, County and Commonwealth aforesaid, the whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Luigi Silvestri the following goods and chattels namely;

All of the beds, Mattresses, bidding, bureaus, chairs dining tables, table ware, cooking utensils, and all other appurtenances thereto belonging to the Hotel and Restaurant business belonging to us and now being in the second and third of the building known as the Reservoir House, in Fayville, Mass. and also all the fixtures and office furniture in the two stories underneath the said building, known as the Reservoir House, together with all of our stock in trade therein, consisting of

jewelry, watches, clocks and effects of, and appertaining to the business of watch making and repairing, and we hereby covenant and agree that at no time during the continuance of this mortgage will we allow the market value of said property to fall below seven hundred and sixty eight ($768.00) dollars.

To have and to hold all and singular the said goods and chattels to the said Luigi Silvestri and his heirs executors, administrators and assigns, to their own use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owners of the said goods and chattels; that they are free from all incumbrances whatsoever, that we have good right to sell the same as aforesaid; and that we will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

Provided nevertheless that if we or our executors, administrators or assigns, shall pay unto the grantee, or his heirs executors, administrators, or assigns, the sum of seven hundred and sixty eight ($768.00) dollars in equal monthly installments of thirty two dollars each on the first day of each and every month during the term of two years until the said sum of seven hundred and sixty eight ($768.) is fully paid, in two years from this date, with interest as stated in a note of even date signed by us, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than One thousand dollars, dollars for the benefit of the grantee and his heirs executors, administrators, and assigns in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on legal process, and shall not, except with the consent in writing of the grantee or his legal representatives, attempt to sell, or to remove from the Reservoir House or the two stores, the same or any part thereof, - then this deed as

also the aforesaid note shall be void;

But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving -10- days notice in writing of the time and place of sale to us or our representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in Boston, And out of the money arising from such sale the grantee or his legal representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any to us or our executors, administrators, or assigns.

And it is agreed that the grantee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed we and our executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as D can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof we the said Ernesto Risegari and Rosario Celata have hereunto set our hands and seals this twenty fifth 25th day of August in the year one thousand eight hundred and ninety six

Signed Sealed and delivered
in presence of
Edward de Fox
Notary Public

Ernesto Risegari LS
Rosario Celata LS

Received and recorded August 31st 1896 10h 7m A.M.
A true copy.
Attest: Harry A. Wheeler
Town Clerk.

Joseph Cournoyer- Henry M Flagg.

Know all men by these presents, that I Joseph Cournoyer of Marlborough in the Commonwealth of Massachusetts in consideration of Two hundred and fifty six dollars paid by Henry M Flagg of Berlin in said Commonwealth the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Henry M Flagg the following goods and chattels, namely;

One black mare, one bay mare, one set of double harnesses, one two horse lisp cart, being one of the teams now employed at the Water works in Fayville, Mass.

To have and to hold all and singular the said goods and chattels to the said Henry M. Flagg and his executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns, shall pay unto the vendee or his executors, administrators, or assigns, the sum of Two hundred and fifty six dollars, ($256.) in four months from this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Two hundred and fifty six dollars for the benefit of the vendee and his executors, administrators, and assigns, in such form and such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not except with the consent in writing of the vendee or his representatives, attempt to sell or to remove from said

Marlborough and Fayville the same or any part thereof - then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition the vendee or his executors administrators or assigns may sell the said goods and chattels at public auction first giving five days notice in writing of the time and place of sale to me or my representatives or publishing such notice once a week for three successive weeks in some one newspaper published in said Marlborough.

And out of the money arising from such sale the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage whether then or thereafter payable including all costs charges and expenses incurred or sustained by him or them in relation to the said property or to discharge any claims or liens of third persons affecting the same; rendering the surplus if any to me or my executors administrators or assigns.

And it is agreed that the vendee or his executors administrators or assigns or any other person or persons in their behalf may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same; but after such default the vendee or those claiming under him may take immediate possession of said property and for that purpose may so far as I can give authority therefor enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof I the said Joseph Bourneuf hereunto set my hand and seal this twenty seventh day of August in the year one thousand eight hundred and ninety six

Signed and sealed in presence of J. W. McDonald } Joseph Bourneuf (L.S.)

Received and recorded September 3d 1896. 9h 0m A.M.
A true copy. Attest: Henry A. McMaster
Town Clerk.

Charles Carpenter - William A. Gile

Know all men by these presents. that I Charles Carpenter of Worcester in the County of Worcester in consideration of one dollar and other valuable considerations to me paid by William A. Gile of said Worcester the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said William A. Gile all claims and demands which I now have, and all which, at any time between the date hereof and the first day of January next. I may and shall have against Moulton O'Mahoney of Lawrence in the County of Essex, for all sums of money due, and for all sums of money and demand which, at any time between the date hereof and the said first day of January next may and shall become due to me. for services as contractor to have and to hold the same to the said William A. Gile his executors, administrators, and assigns forever

And I Charles Carpenter, do hereby constitute and and appoint the said William A. Gile and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes, as I could if personally present.

In witness whereof I have set my hand and seal, this sixteenth day of September 1896.

Signed, Sealed and delivered in presence of Charles T. Tatman

Charles his ✕ mark Carpenter L.S.

Received and recorded Sept. 16th 1896 10 h 53 m A. M.

A true copy
attest. Henry A. McMaster.
Town Clerk.

John P. Upton - Eugene B. Cummings.

Know all men by these presents. that I John P. Upton recently of Dunstable. Massachusetts now of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Four hundred and ten dollars paid by Eugene B. Cummings recently of Dunstable. Massachusetts. now of said Southborough the receipt whereof is hereby acknowledged. do hereby grant. sell. transfer. and deliver unto the said Eugene B. Cummings. the following goods and chattels. namely:

Two bay horses. one black horse. one chestnut horse. - two double horse sleds. two sets double harnesses. two sets single harnesses. one buck board vehicle. and two double horse carts. Part of said property being located in said Southborough. and part of it in said Dunstable. also all the personally which shall. during the continuance of the security be fixed or placed on the above property

To have and to hold all and singular the said goods and chattels to the said Eugene B. Cummings and his executors. administrators. and assigns. to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances. that I have good right to sell the same as aforesaid: and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless. that if I or my executors. administrators. or assigns. shall pay unto the grantee or his executors. administrators. or assigns. the sum of Four hundred and ten dollars. from this date with interest as stated in note of even date signed by me. and until such payment: shall keep the said goods and chattels insured against fire in a sum not less than this claim. for the benefit of the grantee. and his executors. administrators. and assigns. in such Insurance Companies as they shall approve: shall not waste or destroy the same. nor suffer them or any part thereof to be attached or means provided. and shall not. except with the consent in writing

of the grantee, or his representatives, attempt to sell or remove the same or any part thereof from said Southborough and Dunstable, - then this deed as also the aforesaid note, shall be void.
But upon any default in the performance or observance of the foregoing conditions, the grantee or his executors, administrators, or assigns, may sell said property, or any part thereof, at public auction, and endorse upon the note hereby secured the net proceeds after paying all necessary charges and expenses of the sale, and discharging any claims or liens of third persons affecting the same, and hold the mortgagor to pay any balance that may be due thereon; and the grantee, or his executors, administrators, or assigns, or any person or person, shall have the right and privilege of entering, forcibly if necessary, any building or place in which said goods and chattels may be, and of removing the same therefrom, without being guilty of any trespas or tort, or liable in any way therefor. Provided that the mortgagor shall be notified in the manner provided in Section Seven of Chapter One Hundred and ninety two of the Public Statutes, of the time and place of any such sale to be made in foreclosure proceedings, at least seven days before such sale.
And it is agreed that the grantee, or his executors, administrators, or assigns, or any person or persons in their behalf, may take possession of said property whenever they deem it best for their safety to do so.
And it is agreed that the grantee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that no other purchaser shall be answerable for the application of the purchase money; that in case of the failure of said grantor to insure said goods and chattels as hereinbefore provided, said grantee may obtain such insurance at the expense and charge of said grantor; that after recording this mortgage, neither said grantor or his legal representatives shall subject said

goods and chattels to any lien or charge for repairs, storage, keeping, or any cause whatever without the consent in writing, of said grantee; and that in case of a breach of any of the conditions of this mortgage, said grantor shall pay all expenses and charges incurred by said grantee, in proceedings of foreclosure or otherwise, in respect to said goods and chattels.

In witness whereof I the said John P. Upton hereunto set my hand and seal this seventeenth day of September in the year one thousand eight hundred and ninety six.

Signed, sealed and delivered in presence of J. J. Shaughnessy — John P. Upton (L.S.)

Recvd and recorded Sept. 19th 1896. 10 h 20 m A.M.
A true copy
Attest: Henry A. McMaster.
Town Clerk.

Simon B. Gage. H. Austin Lowell.

Know all men by these presents. That I Simon B. Gage of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of One Dollar and other valuable considerations, to me paid by H. Austin Lowell of said Southborough the receipt whereof I do hereby acknowledge, do hereby assign, transfer and set over unto the said H. Austin Lowell all the wages now due me, or which may become in the future due to me from John Berry of Southborough aforesaid, and from Franklin Enslin of Ashland in the County of Middlesex from the date of this instrument to April first 1897.

In witness whereof I hereunto set my hand and seal this twenty third day of September 1896.

In presence of E. M. Traisk — Simon B. Gage (L.S.)

A true copy, attest: Henry A. McMaster, Town Clerk.

Recvd and recorded Sept. 23d 1896. 7 h. 0 m A.M. Henry A. McMaster Town Clerk

John Berry - Boston Loan Co.

Know all men by these presents. That we John Berry and Domenica Berry, wife of John Berry both of Southboro. Mass. in consideration of Eighteen hundred Dollars 00 paid by the Boston Loan Company, having a usual place of business at Boston. Mass, the receipt whereof is hereby acknowledged. do hereby grant. sell. transfer and deliver unto the said The Boston Loan Company. the following goods and chattels, namely:
Bay horse Billy G. age about 16 years. weight about 950 pounds. Bay colt about three years old. white on hind foot. weight about 900 pounds. Bay horse Tom about 11 years. weight about 1200 pounds. Bay horse Frank. white on forehead age about 13 years. weight about 1300 pounds. Black horse Gerald. age about 15 years. weight about 1250 pounds. Dark roan horse. George. age about 13 years. weight about 1300 pounds. Bay horse Frank. age about 12 years. weight about 1250 pounds. Black horse called Baby white on face and forehead. weight about 1200 pounds. age about 12 years. Grey mare. age about 13 years. weight about 1200 pounds. Bay horse called John Goodwin. white on hind foot. weight about 1050 pounds. age about 10 years. Brown horse called Baby. white on hind foot. and white on forehead. age about 13 years. Bay horse Dick weight about 1200 pounds. age about 12 years. Bay horse called "Bayard" weight about 1250 pounds. age about 13 years. Bay mare weight about 1050 pounds. age about 10 years. Three stone wagons. three hand pumps. one steam pump. two box buggies. one road cart. one Edgehill carryall. two light express wagons. four two horse sleds. two cutter sleighs. grind stone. portable forge. two #2 steam drills. upright boiler complete. about fifty wheelbarrows. about 100 picks and shovels. one upright boiler and engine complete. three derricks and wire rope complete to each. about twenty single dump carts. two two horse dump carts about twenty single dump cart harnesses. three sets of two horse cart harnesses. two sets of express harnesses. carryall harness. three sets of buggy harnesses. also all the other personal property of every name and nature owned by us and

situated in barn and stable owned and occupied by us in that part of Southboro. Mass. known as Fayville. also all other personal property which shall during the continuance of this mortgage be placed or fixed on the said premises. in addition to. or in substitution for that herein specified.

To have and to hold all and singular the said goods and chattels to the said The Boston Loan Company and its successors and assigns, to their own use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owners of the said goods and chattels: that they are free from all incumbrances. that we have good right to sell the same as aforesaid: and that we will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless. that if we or our executors. administrators. or assigns. shall pay unto the grantee. or its successors or assigns the sum of Eighteen hundred dollars. and any further sum that may be due in six months from this date: also any further sum or sums which the mortgagee may hereafter advance to or for us at any time during the life of this mortgage (as well upon such further sum or sums as upon said principal sum.) at the rate agreed in a note of even date herewith. and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Three Thousand dollars. for the benefit of the grantee and its successors and assigns. and at such Insurance Office as they shall approve: shall not waste or destroy the same. nor suffer them or any part thereof to be attached on mesne. process. and shall not. except with the consent in writing of the grantee or its representatives. attempt to sell or remove from the location specified. the same or any part thereof. - then this deed. as also a note of even date herewith. signed by us whereby we promise to pay to the grantee or order the said sum and interest at the times aforesaid aforesaid. shall be void. The mortgagee is not to be liable for any charges or expenses

for repairing or improving said property. or for rent or storage of the same.
But upon any default in the performance or observance of the foregoing conditions. the grantee or its successors or assigns. or any person or persons in its behalf. shall have the right and privilege of entering. without notice to the mortgagor. and forcible if necessary. any building or place in which said goods or chattels may be. and of removing the same therefrom. without being guilty of any trespass or tort. or liable in any way therefor. and of selling said property or any part thereof at such time or times. and place or places as they may choose. and without notice to the mortgagor. and either at public auction or private sale: and the mortgagee or its representatives shall indorse upon the note hereby secured. the net proceeds. after paying all necessary charges and expenses of the sale or sales. and may hold the mortgagor to pay any balance that may be due thereon.
Or upon any default in the performance or observance of the foregoing conditions. the grantee. its successors or assigns (instead of proceeding as aforesaid) may elect to become the absolute owners of said property. and immediately upon their giving to the mortgagor or — representatives. notice of such election (or leaving such notice at the last residence or place of business of the mortgagor or representatives known to the mortgagee). the grantee its successors or assigns. shall become the absolute owners of said property. and all right. title and interest of the mortgagor or representatives shall cease. and said title shall vest absolutely in the mortgagee. its successors and assigns.— they accepting and taking the same in satisfaction of the debt hereby secured. and thereafter the mortgagee its successors or assigns. or any person or persons in their behalf. may forcibly if necessary. enter any building or place in which their goods or chattels may be. and remove the same therefrom. without being guilty of any trespas or tort. or liable in any way therefor.
And it is agreed that the grantee. or its successors or assigns. or any person or persons in their behalf. may purchase at any sale or sales made as aforesaid: and that until default in the performance of the condition of this deed. we and our executors. administrators

and assigns. may retain possession of the above mortgaged property. and may use and enjoy the same.

In witness whereof we the said John Berry and Domenica Berry (his wife) both of Southboro. Mass. hereunto set our hands and seals this twenty fifth day of September in the year one thousand eight hundred and ninety six.

Signed sealed and delivered
in presence of
E. L. Leach to both } John Berry L.S.
Domenica Berry L.S.

Received and recorded Sept. 29th 1896. 3h 30m P.M.
A true copy
Attest: Henry A. McMaster
Town Clerk.

We have fully acquainted ourselves with all the conditions of the within mortgage before signing.
Records examined by
E. L. Leach.
A true copy. attest: Henry A. McMaster
Town Clerk.

Domenico Romano - Francis Wright

Know all men by these presents. That I Domenico Romano of Southborough. County of Worcester and State of Mass. in consideration of One dollar and other good consideration to me paid by Francis Wright of Southborough aforesaid. (the receipt whereof is hereby acknowledged) do hereby sell. assign and transfer to said Francis Wright all and whatever sum or sums of money now due and coming due to me from Richard A. Malone of Boston Mass. and James McGraw of said Southborough. copartners doing business in said Southborough under the name of McGraw and Malone. on account of contract with them for excavating. To have and to hold the same to the said Francis Wright with power to collect the same in my name

and as my attorney hereunto duly authorized to his own use.

It is expressly understood, however, that I the said Domenico Romino am forever to be kept and saved harmless by the said Francis Wright from all cost or charge hereafter in any way or manner, for and from the expenses of the collection of the sums and sums hereby sold and assigned.

In witness whereof I have set my hand and seal this ninth day of October 1896.

Signed, sealed, and delivered in presence of J. J. Shaughnessy } Domenico Romino (L.S.)

Received and recorded Oct 10th 1896. 8h 15m. A.M.

A true copy

Attest: Henry A. McMasters
Town Clerk.

Daniel F. Kelley — Francis Wright

Know all men by these presents, That I Daniel F. Kelley of Southborough in the County of Worcester, in consideration of One hundred and fifty dollars to me paid by Francis Wright of Southborough the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Francis Wright all claims and demands which I now have, and all which, at any time between the date hereof and the first day of April A. D. 1897, I may and shall hold against the Town of Southborough for all sums of money due, and for all sums of money and demand which, at any time between the date hereof and the said first day of April A. D. 1897, may and shall become due to me, for services as Lamplighter, to have and to hold the same to the said Francis Wright, his executors, administrators, and assigns forever.

And I, Daniel F. Kelley do hereby constitute and appoint the said Francis Wright and his assigns, to be my attorney irrevocable in the

premises. to do and perform all acts. matters and things touching the premises, in the like manner to all intents and purposes. as I could if personally present.

In witness whereof. I have set my hand and seal this twenty eighth day of October. 1896.

Signed. sealed and delivered
in presence of
G L. Hemenway Daniel F. Kelley (L.S.)

Received and recorded Oct. 29. 1896. 1h-35m P.M.
A true copy
attest. Henry A McMasters.
Town Clerk.

Simon B. Gage. - Levi W. Baker.

Know all men by these presents. That I Simon B. Gage of Southboro in the County of Worcester in consideration of Eighty six and 70/100 to me paid by Levi W. Baker of Marlborough. Mass. the receipt whereof I do hereby acknowledge. do hereby assign and transfer to said Levi W. Baker. all claims and demands which I now have. and all which. at any time between the date hereof and the fifteenth day of February next. I may and shall have against Malone & McGraw of said Southboro. for all sums of money due and for all sums of money and demands which are now due me or which at any time between the date hereof and the said fifteenth day of February next. may and shall become due to me for services as teamster with horses and carts. to have and to hold the same to the said Levi W. Baker. his executors. administrators. and assigns forever.

And I said Simon B. Gage do hereby constitute and appoint the said Levi W. Baker and his assigns to be my attorney irrevocable in the premises. to do and perform all acts. matters and things touching the premises. in the like manner to all intents and

purposes as I could if personally present.
In witness whereof I have set my hand and seal this twenty second day of December 1896.
Signed sealed and delivered in presence of
Edgar Weeks.
Simon B. Gage (L.S.)

Received and recorded December 22d 1896 6h 0m P.M.
A true copy
Attest: Henry A. McMaster.
Town Clerk.

Simon B. Gage. H. Austin Lowell.

Know all men by these presents that I Simon B. Gage of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of one dollar and other valuable considerations to be paid by H. Austin Lowell of said Southborough do hereby assign transfer and convey unto the said H. Austin Lowell all wages earnings credits or sums of money due me or to become due to me & to which I may be in any way entitled from Richards & Malone and James McGraw copartners under the name and style of Malone and McGraw from the fifteenth day of December 1896 to the fifteenth day of May 1897.
In witness whereof I hereunto set my hand and seal this sixth day of January 1897.
Witness
C. M. Trask
Simon B. Gage (L.S.)

Received and recorded January 6th 1897 7h 58m P.M.
A true copy
Attest: Henry A. McMaster.
Town Clerk.

Bonfiglio Perini - F. S. Rock & Co.

Know all men by these presents. that I Bonfiglio Perini of Fayville in Southborough in the County of Worcester and Commonwealth of Massachusetts. in consideration of Four hundred four and 15/100 dollars paid by Frank S. Rock and John A. Hayes. co partners as F. S. Rock & Co. of Marlborough in the County of Middlesex and said Commonwealth the receipt whereof is hereby acknowledged. do hereby grant. sell. transfer. and deliver unto the said Frank S. Rock and John E Hayes. the following goods and chattels. namely;

2 gray mares. Kittie and Maggie 5 years old weight of both 2900 lbs. 1 two horse tip cart. 1 sett double harness. 2 horses "John" 6 yrs old and "Joe" 8 yrs old. 2 single carts and 2 single harnesses

To have and to hold all and singular the said goods and chattels to the said Frank S. Rock and John E. Hayes and their executors. administrators and assigns to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances. that I have good right to sell the same as aforesaid: and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors. administrators. or assigns. shall pay unto the grantees. or their executors. administrators or assigns. the sum of Four hundred four and 15/100 dollars in 45 days from this date. with interest as stated in a note of even date signed by me. and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Four hundred four and 15/100 dollars for the benefit of the grantees and their executors. administrators and assigns. in such form and in such Insurance Companies as they shall approve: shall not waste or destroy the said goods and chattels. nor suffer them or any part thereof to be attached on mesne process. and shall not dispose with the consent in writing of the grantees. or their representatives. attempt to sell

or to remove from said Fayville. the same or any part thereof.- then this deed. as also the aforesaid note. shall be void.

But upon any default in the performance or observance of the foregoing condition. the grantee. or their executors. administrators. or assigns. may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives. or publishing such notice once a week for three successive weeks in some one newspaper published in said Fayville. And out of the money arising from such sale. the grantee or their representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable. including all costs. charges. and expenses incurred or sustained by them in relation to the said property. or to discharge any claims or liens of third persons affecting the same: rendering the surplus. if any. to me or my executors. administrators. or assigns.

And it is agreed that the grantee. or their executors. administrators. or assigns. or any person or persons in their behalf. may purchase at any sale made as aforesaid: and that until default in the performance or observance of the condition of this deed I and my executors. administrators. and assigns. may retain possession of the above mortgaged property and may use and enjoy the same. but after such default. the grantee or those claiming under them may take immediate possession of said property. and for that purpose may. so far as I can give authority therefor. enter upon any premises on which said property or any part thereof may be situated. and remove the same therefrom.

In witness whereof I the said Bonfiglio Perini hereunto set my hand and seal this thirty first day of December in the year one thousand eight hundred and ninety six.

Signed sealed and delivered in presence of J. J. Shaughnessy } Bonfiglio Perini (L.S.)

Received and recorded Jan. 8. 1897. 10h 50m A.M.
A true copy. Attest: Henry A. McMaster. Town Clerk.

Leogi Malchiodi or
Louis Mitchell — Orin P. Walker.

Know all men by these presents. That I Louis Mitchell. (otherwise known as Leogi Malchiodi) of Southborough. Worcester County Massachusetts. in consideration of. Nine Hundred and. Fifty Dollars ($950.00) to me paid by Orin P. Walker. of Marlborough. Middlesex County Massachusetts. the receipt of which I hereby acknowledge. do hereby sell. assign. transfer and set over to said Walker all rights interests. claims and demands which I now have under and by virtue of a certain contract existing between me and Jesse Moulton and Michael O'Mahoney. co partners doing business at said Southborough under the firm name and style of Moulton & O'Mahoney. which said contract is for excavating certain areas of land in Southborough and Marlborough. and is the only contract now existing between said Moulton & O'Mahoney and myself or which ever existed between us.

Meaning hereby to assign and transfer to said Walker all claims and demands which I now have or which may hereafter become due me for services in excavating with teams and horses. as well as all other claims and demands accruing under said contract. And I hereby constitute and appoint the said Orin P. Walker and his assigns to be my attorney irrevocable in the premises to do and perform all acts. matters and things touching the premises in the like manner to all intents and purposes. as I could if personally present. hereby giving said Walker full power to receipt for and discharge any and all liability of said Moulton & O'Mahoney to me. arising under said contract.

In witness whereof I have hereunto set my hand and seal this 18th day of January 1897.

Signed. sealed and delivered in presence of
Edgar Weeks.
E. H. Holyoke

Louis his x mark Mitchell (L.S.)

Received and recorded February 6th 1897. 11h. 48m. A.M.
A true copy
attest: Henry A. McMaster. Town Clerk.

Simon B. Gage. Andrew N. Fitzgerald

Know all men by these presents. that I Simon B. Gage of Southborough. Worcester. Worcester Massachusetts. in consideration twenty seven and 25/100 dollars paid by Andrew N. Fitzgerald of Marlborough Middlesex County. Massachusetts. the receipt whereof is hereby acknowledged do hereby grant. sell transfer. and deliver unto the said Andrew N. Fitzgerald the following goods and chattels. namely;

Two smoke life carts bought by me of Coolidge. numbered on bottom 5 and 6 respectively. and one stone wagon built for me by Snell. all of said property now in my possession at said Southborough.

To have and to hold all and singular the said goods and chattels to the said Andrew N. Fitzgerald. and his executors. administrators. and assigns to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances. that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors. administrators. or assigns. shall pay unto the grantee or his executors. administrators. or assigns the sum of twenty seven and 25/100 dollars on demand. after this date with interest as stated in a note of even date signed by me. and until such payment shall keep the said goods and chattels insured against fire in a sum not less than. dollars for the benefit of the grantee and his executors. administrators. and assigns. in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels. nor suffer them or any part thereof to be attached on mesne process. and shall not. except with the consent in writing of the grantee or his representatives. attempt to sell or to remove from said Southborough. the same or any part thereof. then this deed as also the aforesaid note. shall be void.

But upon any default in the performance or observance of the foregoing condition. the grantee

or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some newspaper published in said County of Worcester, and out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators or assigns.

And it is agreed that the grantee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may go for as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Simon B. Gage hereunto set my hand and seal this eighth day of March in the year one thousand eight hundred and ninety-seven.

Signed, sealed and delivered in presence of Edgar Wilks. } Simon B. Gage. L.S.

Received and recorded March 8th 1897. 6 h 20 m P. M.

A true copy.

Attest: Henry A. McMasters,
Town Clerk.

Thomas Douglas – Francis Wright

Know all men by these presents. that I Thomas Douglas of Southborough in the County of Worcester. in consideration of Seven hundred dollars to me paid by Francis Wright of said Southborough the receipt whereof is hereby acknowledged. do hereby grant. sell. transfer and deliver unto the said Francis Wright. the following goods and chattels. namely: One bay horse called Punch. One bay horse called Dandy. One black horse called Joe. One black horse called Dick. One sorrel horse called Bill. One bay horse called Ned. One brown horse called Frank. One brown mare called Nell. One black mare called Bess. One black mare called Daisey. Ten lite carts. and ten cart harness. To have and to hold all and singular the said goods and chattels to the said Francis Wright and his executors. administrators and assigns to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels: that they are free from all incumbrance. that I have good right to sell the same as aforesaid: and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors administrators. or assigns. shall pay unto the grantee or his executors. administrators or assigns the sum of Seven hundred dollars in Six months from this date. with interest as stated in a note of even date signed by me. and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Six hundred dollars. for the benefit of the grantee and his executors administrators. and assigns. in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels. nor suffer them or any part thereof to be attached on process. and shall not. except with the consent in writing of the grantee or his representatives. attempt to sell or to remove from Massachusetts the same or any part

thereof.— Then this deed & also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing, the grantee or his executors, administrators or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southbrough. And out of the money arising from such sale the grantee or his representatives shall be entitled to retain & retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus if any, to me or my executors, administrators, or assigns.

And it is agreed that the grantee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Thomas Douglas hereunto set my hand and seal this twelfth day of March in the the year one thousand eight hundred and ninety seven.

Signed sealed and delivered in presence of } Thomas Douglas (L.S.)
Francis D. Fenton

Received and recorded March 13th 1897, 3h. 48m. P.M.
A true copy. Attest: Henry A. McMasters
Town Clerk.

Clara A. Metcalf.

This is to certify that I Clara A Metcalf. propose to do business on my separate account. that my husbands name is W. H. Metcalf. the nature of the business I propose to do is that of keeping boarding boarders and lodgers. and the place where I propose to do such business is at Chestnut Hill Farm. in Southborough. Mass. on the main road leading from Southborough to Westborough.

Clara A. Metcalf.

March 1. 1897.

Received and recorded March 16. 1897. 8h 45m A. M.
A true copy
attest: Henry A. McMaster.
Town Clerk.

Simon B. Gage. — Charles B. Sawin.

Know all men by these presents. that I Simon B Gage of Southborough in the County of Worcester. and Commonwealth of Massachusetts in consideration of eighty seven dollars to me paid by Charles B. Sawin of said Southborough. the receipt whereof is hereby acknowledged. do hereby grant. sell. transfer. and deliver unto the said Charles B. Sawin. the following goods and chattels. namely:

One black horse called Fred. and two new one horse carts. and three tip cart harness. one grey horse Dan.

To have and to hold all and singular the said goods and chattels to the said Charles B. Sawin and his executors. administrators. and assigns to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels. that they are free from all incumbrances. that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided. nevertheless that if I or my executors

administrators or assigns shall pay unto the grantee or his executors. administrators, or assigns the sum of eighty seven dollars in three months from this date with interest as stated in a note of even date signed by me and until such payment shall keep the said goods and chattels insured against fire in a sum not less than eighty seven dollars for the benefit of the grantee and his executors. administrators and assigns, in such form and in such Insurance Companies as they shall approve: shall not waste or destroy the said goods and chattels. nor suffer them or any part thereof to be attached on mesne process. and shall not except with the consent in writing of the grantee or his representatives. attempt to sell or remove from said Commonwealth. the same or any part thereof. — then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition. the grantee or his executors. administrators. or assigns. may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage. whether then or thereafter payable. including all costs. charges. and expenses incurred or sustained by him or them in relation to the said property. or to discharge any claims or liens of third persons affecting the same: rendering the surplus. if any. to me or my executors. administrators. or assigns.

And it is agreed that the grantee. or his executors. administrators. or assigns. or any person or persons in their behalf may purchase at any sale made as aforesaid: and that until default in the performance or observance of the condition of this deed I and my executors. administrators, and assigns. may retain possession of the above mortgaged property and may use and enjoy the same. but after such default. the grantee or those

claiming under him. may take immediate possession of said property. and for that purpose may. or for as I can give authority therefor. enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof I the said Simon B. Gage hereunto set my hand and seal this third day of April in the year one thousand eight hundred and ninety seven.

Signed. sealed and delivered in presence of Francis D. Newton. } Simon B. Gage (L.S.)

Received and recorded April 4th 1897. 7h 45m P. M.
A true copy
attest. Henry A. McMasters.
Town Clerk.

Wallace B. Buck. John Sealey.

Know all men by these presents. that I Wallace B. Buck of Southborough in the County of Worcester. Mass. in consideration of one dollar and other good consideration to me paid by John Sealey of said Southborough. the receipt whereof I do hereby acknowledge. do hereby assign and transfer to said John Sealey all claims and demand which I now have. and all which at any time between the date hereof and the thirty first day of July next. I may and shall have against the Town of Southborough and the Road Commissioners of said Town. for all sums of money due. and for all sums of money and demand which. at any time between the date hereof and the said thirty first day of July next may and shall become due to me for services as a teamster. for my labor and that of the horses. I drive. to have and to hold the same to the said John Sealey. his executors. administrators. and assigns forever.

And I Wallace B. Buck do hereby constitute and appoint the said John Sealey and his assigns. to be my attorney irrevocable in the premises. to do and perform all acts. matters and things touching the premises in the like manner to all intents

and purposes as I could if personally present.
In witness whereof I have set my hand and seal this twenty third day of April 1897.

Signed sealed and delivered in presence of J. J. Shaughnessy. } Wallace B. Burk. L.S.

Received and recorded April 24th 1897. 6h 45m A.M.
A true copy
attest: Henry A. McMaster.
Town Clerk.

S. Augusta Randall.

Commonwealth of Massachusetts.

I S Augusta Randall of Southborough in said Commonwealth, married woman, hereby certify that the name of my husband is Stephen A. J. Randall, that I propose to do business on my separate account that the nature of the business proposed to be done by me is that of farming and selling milk, butter and other farm products, and that the place where such business is to be done is at Southborough on the farm where I reside in said Commonwealth.
In witness whereof I have hereto set my hand this twenty fifth day of April 1897.
S. Augusta Randall.
Received and recorded April 26th 1897, 7h. 17m A.M.
A true copy
attest: Henry A. McMaster,
Town Clerk.

Bonfiglio Perini – Francis Wright.

Know all men by these presents. that I Bonfiglio Perini of Southborough in the County of Worcester. and Commonwealth of Massachusetts. in consideration of Three hundred dollars to me paid by Francis. Wright of said Southborough the receipt whereof is hereby acknowledged. do hereby grant. sell transfer and deliver unto the said Francis Wright the following goods and chattels. namely. One two horse tip cart. and one two horse stone wagon. the same being the cart and wagon which I purchased at Sheriffs sale of property taken from Charles Carpenter by Francis D. Newton Deputy Sheriff. Also one other two horse tip cart.

To have and to hold all and singular the said goods and chattels to the said Francis Wright and his executors. administrators and assigns to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances. that I have good right to sell the same as aforesaid: and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors. administrators. or assigns. shall pay unto the grantee or his executors, administrators. or assigns. the sum of Three hundred dollars in six months from this date. with interest as stated in a note of even date signed by me. and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Three hundred dollars for the benefit of the grantee and his executors. administrators. and assigns. in such form and in such Insurance Companies as they shall approve: shall not waste or destroy the said goods and chattels. nor suffer them or any part thereof to be attached on mesne process. and shall not. except with the consent in writing of of the grantee or his representatives. attempt to sell or to remove from said Commonwealth. the same or any part thereof.– then this deed.

as also the aforesaid note shall be void.
But upon any default in the performance or observance of the foregoing condition the grantee or his executors, administrators or assigns may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus if any, to me or my executors, administrators or assigns.

And it is agreed that the grantee or his executors, administrators or assigns or any person or persons in their behalf may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and executors, administrators and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Bonfiglio Perini hereunto set my hand and seal this fifteenth day of April in the year one thousand eight hundred and ninety seven

Signed, sealed and delivered in presence of
Francis D. Newton.

B. Perini (L.S.)

Received and recorded May 4th 1897, 3 h. 30 m. P. M.
A true copy, attest: Henry A. McMaster
Town Clerk.

Melvin E. Barney – Cyrus A. Hyde.

Know all men by these presents, that I Melvin E. Barney of Southborough in the County of Worcester in consideration of Three hundred dollars to me paid by Cyrus A. Hyde of said Southborough the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Cyrus A. Hyde, all claims and demands which I now have and all which, at any time between the date hereof and the first day of January next I may and shall have against August Saurier for all sums of money due and for all sums of money and demand which at any time between the date hereof and the said first day of January next may and shall become due to me, for services as Blacksmith to have and to hold the same to the said Cyrus A. Hyde, his executors, administrators, and assigns forever.

And I Melvin E. Barney do hereby constitute and appoint the said Cyrus A. Hyde and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes, as I could if personally present.

In witness whereof I have set my hand and seal this sixteenth day of June, 1897.

Signed, sealed and delivered in presence of
J. W. Banky

Melvin E. Barney (L.S.)

Received and recorded June 18th 1897. 6h 52m A.M.
A true copy
Attest Henry A. McMaster.
Town Clerk.

Charles Blais - John Philipps

Know all men by these presents. That I Charles Blais of Southborough in the County of Worcester in consideration of one dollar and other valuable consideration to me paid by John Philipps of said Southborough. the receipt whereof I do hereby acknowledge. do hereby assign and transfer to said John Philipps. all claims and demands which I now have. and all which. at any time between the date hereof and the first day of January next I may and shall have against Jessie Moulton and Michael O'Mahoney doing business at said Southborough. under the firm name of Moulton and O'Mahoney. for all sums of money due. and for all suits money and demand which. at any time between the date hereof and the said first day of January next. may and shall become due to me. for services as a laborer. to have and to hold the same to the said John Philips his executors. administrators. and assigns forever.

And I Charles Blais do hereby constitute and appoint the said John Philips. and his assigns. to be my attorney irrevocable in the premises. to do and perform all acts. matters and things touching the premises. in the like manner to all intents and purposes. as I could if personally present.

In witness whereof. I have set my hand and seal this twenty ninth day of June. 1897.

Signed. sealed and delivered in presence of
E. G. Rice

his
Charles × Blais
mark

L.S.

Received and recorded June. 29th 1897. 6h 15m P. M.

A true copy
Attest: Henry A. McMaster
Town Clerk.

Elliot S. Claflin. Miles Morse.

Know all men that I Elliot S. Claflin of Southboro. in consideration of one dollar and other valuable considerations to me paid by Miles Morse of Westboro. the receipt whereof I now acknowledge. do hereby assign. transfer and set over unto the said Miles Morse all moneys. wages and earnings due me or to become to me from the Town of Southboro. from the date hereof till the first day of October 1897.

In witness whereof I hereunto set my hand this twenty ninth day of June 1897.

Elliot S. Claflin.

Worcester S.S. June 29th 1897.

Personally appeared the above named Elliot S. Claflin and acknowledged the forgoing instrument to be his free act and deed.

Before me
Chas. F. Choate Jr.
Justice of the Peace.

Received and recorded June 29th 1897. 9 h o m P.M.
Henry A. McMaster
Town Clerk.

A true copy.
attest. Henry A. McMaster.
Town Clerk.

Bonfigilio Perini - Francis Wright.

Know all men by these presents that I Bonfigilio Perini of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Seven hundred dollars to me paid by Francis Wright of said Southborough the receipt whereof is hereby acknowledged, do hereby grant, bargain and sell unto the said Francis Wright, the following goods and chattels, to wit:

Two steam hoisting engines, Two derricks, Six guy ropes and all the rigging, machinery and tools owned by me and used by me in quarrying stone in said Southborough and now at my quarry on land owned by Timothy Brooks in said Southborough.

To have and to hold all and singular the said goods and chattels to the said Francis Wright, his executors, and administrators and assigns to his and their sole use forever.

And I the said Bonfigilio Perini for myself, my executors and administrators, do covenant to and with the said Francis Wright and his executors, administrators and assigns, that I am lawfully possessed of the said goods and chattels, as of my own property; that the same are free from all encumbrances: and that I will, and my executors and administrators shall, warrant and defend the same to the said Francis Wright, his executors, administrators and assigns against the lawful claims and demands of all persons.

Provided, nevertheless that if the said Bonfigilio Perini his executors or administrators shall pay unto the said Francis Wright, his executors, administrators or assigns, the sum of Seven hundred dollars in one year from this date with interest at the rate of six per cent per annum, then this conveyance, as also a certain promissory note bearing even date herewith, signed by the said Bonfigilio Perini whereby he promises to pay the said Francis Wright or order, the said sum and interest at the time aforesaid, shall both be void.

And provided also, that until default by the said Perini his executors or administrators in the performance of the conditions aforesaid or of some part thereof: it shall and may be lawful for him or them to keep possession of the said granted property, and to use and enjoy the same; but if the same or any part thereof, shall be attached at any time before payment as aforesaid by any other creditor or creditors of the said

grantor, or if the said grantor, his executors or administrators, shall attempt to sell the same, or any part thereof, with notice to the said grantee, his executors, administrators or assigns, and without his or their assent to such sale in writing expressed, then it shall be lawful for the said Francis Wright, his executors, administrators, or assigns to take immediate possession of the whole of said granted property and to sell the same at public auction in said Southborough first giving ten days notice of such sale by posting advertisements of such sale in two or more public places in said Southborough and after indemnifying himself or themselves fully from the proceeds of such sale for all sums due together with all expenses incurred by him or them rendering the surplus, if any to myself my executors or administrators.

In witness whereof I the said Bonfiglio Perini hereunto set my hand and seal this ninth day of July A. D. 1897.

Witness
Francis D. Newton } Bonfiglio Perini (L.S.)

Received and recorded July 12, 1897, 4 hr. 40 m. P. M.

A true copy,
Attest: Henry A. McMaster.
Town Clerk.

Horace E. Wheeler – Charles B. Sawin.

Know all men by these presents that Horace E. Wheeler of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of One hundred and fifty five dollars paid by Charles B. Sawin the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Charles B. Sawin the following goods and chattels, namely:

One express wagon, one Concord butcher cart, one Concord buggy, one bay mare called Nancy, all the furniture and fixtures in my meat market in Southboro Center including ice-chest, scales meat blocks, office furniture, tools and counter.

To have and to hold all and singular the said goods and chattels to the said Charles B. Sawin and his executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same

against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns shall pay unto the vendee, or his executors, administrators, or assigns, the sum of One hundred and forty-five dollars ($145) in five months from this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than One hundred and forty dollars, for the benefit of the vendee and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the vendee or his representatives, attempt to sell or to remove from the Commonwealth the same or any part thereof,- then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some newspaper published in said Southborough. And out of the money arising from such sale the vendee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the vendee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the vendee or those claiming under him may take immediate possession of said property and for that

purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Horace E. Wheeler hereunto set my hand and seal this twenty-second day of July in the year one thousand eight hundred and ninety-seven.

Signed and sealed in presence of Francis D. Newton } Horace E. Wheeler. (L. S.)

Received and recorded July 23, 1897, 3 hr. P. M.
A true copy.
Attest: Henry A. McMaster,
Town Clerk.

Wilbur S. Richards – George A. Richards

Know all men by these presents that I Wilbur S. Richards of Southborough, County of Worcester and Commonwealth of Massachusetts, in consideration of One hundred dollars and other valuable considerations paid by George A. Richards of said Southborough, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said George A. Richards the following goods and chattels, namely:

All my stock of merchandise of every description consisting principally of glass, ware, crockery ware, tin ware, toys, fancy goods, woorden ware, teas and coffees, and all other wares & merchandise owned by me, both in store situated No. 217 Main street, Marlborough, Mass. and on premises of said grantor in Southerly part of said Southborough, Mass. and wherever elsewhere found. The said goods in store No 217 Main street, Marlborough are subject to an attachment this day levied by Sheriff of Sullivan.

To have and to hold all and singular the said goods and chattels to the said George A. Richards and his executors, administrators and assigns,

to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances. that I have good right to sell the same as aforesaid: and that I will warrant and defend the same against the lawful claims and demands of all persons. except said attachment.

In witness whereof I the said Wilbur S. Richards hereunto set my hand and seal this thirty first day of July in the year one thousand eight hundred and ninety seven.

Signed. sealed and delivered in presence of W. M Bridgham } Wilbur S. Richards (L.S.)

Received and recorded July 31. 1897 5h. 14M. P.M.

A true copy

Attest: Henry A. McMaster.
Town Clerk.

Letty Salvins – Charles F. Choate Jr.

Know all men by these presents that I Letty Salvins of Southboro. in the County of Worcester. in consideration of Eighty paid by Charles F. Choate Jr. of said Southboro. the receipt whereof is hereby acknowledged. do hereby grant. sell. transfer and deliver unto the said Charles F. Choate Jr. the following goods and chattels. namely

One bay mare. with white star on forehead. one harness – one Concord wagon. whip. robe and mat. and one horse blanket.

To have and to hold all and singular the said goods and chattels to the said Charles F. Choate Jr. and his executors. administrators and assigns. to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances. that I have good right to sell the same as aforesaid: and that I will warrant and defend

the same against the lawful claims and demands of all persons.

Provided nevertheless, that if I or my executors, administrators, or assigns, shall pay unto the grantee or his executors, administrators, or assigns, the sum of Eighty dollars, in three months from this date, with interest as stated in a note of even date signed by me, and shall not except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from said Southboro, the same or any part thereof, - then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee or his executors, administrators, or assigns may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice, once a week for three successive weeks, in some one newspaper published in said Southboro. And out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same, rendering the surplus, if any, to him or his executors, administrators or assigns.

And it is agreed that the grantee or his executors, administrators, or assigns, or any person or persons in their behalf may purchase at any sale as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Letty Salvini hereunto set my hand and seal this seventeenth day of August in the year one thousand eight hundred and ninety seven.

Signed Sealed and delivered in presence of } Letty Salvini (L.S.)
Francis D. Newbert.

Received and recorded August 17th 1897. 8h. 43m P.M.
A true copy
Attest: Henry A. McMaster
Town Clerk.

John Berry – Alfred Castiglioni

Know all men by these presents that I John Berry of Southborough, Worcester County Massachusetts, in consideration of Four hundred and fifty paid by Alfred Castiglioni of Marlborough, Middlesex County, Massachusetts, the receipt whereof is hereby acknowledged do hereby grant, sell, transfer and deliver unto the said Alfred Castiglioni, the following goods and chattels, namely:

One bay gelding colt, with white spot on right hind foot, four years old last July, raised by me and named B. B. sired by Ethan Wilkes.

One bay gelding colt, five years old last August, had by me of Sturtevant of E. Cambridge, Mass. and named Red Shed. – sired by Wood Shed.

Both said colts now in my possession at said Southborough.

To have and to hold all and singular the said goods and chattels to the said Alfred Castiglioni and his executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I

will warrant and defend the same against the lawful claims and demands of all persons. Provided nevertheless that if I or my executors. administrators. or assigns. shall pay unto the vendee or his executors. administrators. or assigns the sum of four hundred and fifty dollars on demand after this date. with interest as stated in a note of even date signed by me and until such payment shall keep the said goods and chattels insured against fire in a sum not less than dollars for the benefit of the vendee and executors. administrators. and assigns. in such form and in such Insurance Companies as they shall approve. shall not waste or destroy the said goods and chattels. nor suffer them or any part thereof to be attached on mesne process and shall not except with the consent in writing of the vendee or his representatives. attempt to sell or to remove from said Southborough. the same or any part thereof.- then this deed as also the aforesaid note shall be void.

But upon any default in the performance of the foregoing condition. the vendee or his executors. administrators or assigns may sell the said goods and chattels at public auction. first giving ten days notice in writing of the time and place of sale to me or my representatives. or publishing such notice once a week for three successive weeks in some one newspaper published in said County of Worcester. And out of the money arising from such sale the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage whether then or thereafter payable. including all costs. charges. and expenses incurred or sustained by him or them in relation to the said property or to discharge any claims or liens of third persons affecting the same: rendering the surplus. if any to me or my executors. administrators. or assigns.

And it is agreed that the vendee or his executors. administrators. or assigns. or any person or persons in their behalf. may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition

of this deed I and my executors, administrators of assigns, may retain possession of the above mortgaged property, and may use and enjoy the same, but after such default, the vendee or those claiming under him may take immediate possession of said property and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said John Berry hereunto set my hand and seal this third day of September in the year one thousand eight hundred and ninety seven.

Signed and sealed in presence of Edgar Weeks. } John Berry (L.S.)

Received and recorded Sept. 3d 1897 2h 8m P.M.
A true copy.
Attest: Henry A. McMaster.
Town Clerk.

Bonfiglio Perini - F. S. Rock & Co.

Know all men by these presents, that I Bonfiglio Perini of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of Four hundred eighty three 95/100 dollars paid by Frank S. Rock and John E. Hayes, copartners in business at Marlborough in said Commonwealth, under the name of F. S. Rock & Co., the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said F. S. Rock & Co. the following goods and chattels, namely; Three bay horses called respectively "John" "Billy" "Dick". Two roan horses called respectively "Joe" "Paddy". Six single tip carts. Six single tip cart harnesses. said property now being in Clinton, Massachusetts, on the Metropolitan Water Works.

To have and to hold all and singular the

said goods and chattels to the said F. S. Rock & Co. and their executors, administrators and assigns, to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances, that I have good right to sell the same as aforesaid: and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns, shall pay unto the grantee or their executors, administrators, or assigns the sum of Four hundred eighty three 95/100 dollars, being the amount of the loan hereby secured, Fifty dollars every month from this date with interest at the rate of six per cent per annum as specified in note dated September 11th 1897, signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than this claim, for the benefit of the grantee and his executors, administrators, and assigns, in such Insurance Companies as they shall approve; shall not waste or destroy the same, nor suffer them or any part thereof to be attached or seized process: and shall not except with the consent in writing of the grantee, or his representatives, attempt to sell or to remove the same or any part thereof, - then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing conditions the grantee or his executors, administrators, or assigns, may sell said property, or any part thereof, at public auction, and endorse upon the note hereby secured the net proceeds after paying all necessary charges and expenses of the sale, and discharging any claims or liens of third persons affecting the same, and hold the mortgagor to pay any balance that may be due thereon; and the grantee, or his executors, administrators, or assigns, or any person or persons in his behalf, shall have the right and privilege of entering forcibly if necessary, any building or place in which said goods and

chattels may be, and of removing the same therefrom without being of any trespass or tort or liable in any way therefor. Provided that the mortgagor shall be notified in the manner provided in Section Seven of Chapter One Hundred and Ninety Two of the Public Statutes, of the time and place of any such sale to me made in foreclosure proceedings, at least seven days before such sale.

And it is agreed that the grantee or his executors, administrators, or assigns, or any person or persons in their behalf, may take possession of property whenever they deem it best for their safety to do so.

And it is agreed that the grantee or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid: and that no other purchaser shall be answerable for the application of the purchase money: that in case of the failure of said grantor to insure said goods and chattels as hereinbefore provided, said grantee may obtain such insurance at the expense and charge of said grantor: that after the recording of this mortgage neither said grantor or his legal representatives shall subject said goods and chattels to any lien or charge for repairs, storage, keeping, or any cause whatever without the consent in writing of said grantee; and that in case of a breach of any of the conditions of this mortgage, said grantor shall pay all expenses and charges incurred by said grantee, in proceedings of foreclosure or otherwise, in respect to said goods and chattels.

In witness whereof I the said Bonfiglio Perini hereunto set my hand and seal this fourteenth day of September, in the year one thousand eight hundred and ninety seven.

Signed sealed and delivered in presence of } Bonfiglio Perini L.S.
J. W. McDonald

Received and recorded Sept. 18th 1897. 9 h 37 m. A. M.
A true copy.
Attest: Henry A. McMaster.
Town Clerk

Bonfiglio Perini to H. Austin Lowell.

Know all men by these presents, that I Bonfiglio Perini of Southborough, in the County of Worcester, in consideration of one dollar and other valuable considerations to me paid by H. Austin Lowell, of said Southborough, the receipt whereof I now acknowledge, do hereby grant, sell, transfer and assign unto the said H. Austin Lowell, all sums of money, earnings and credits now due to me, or to become due to me from the date of this instrument to the first day of December 1897, from the firm of Holbrook, Cabot and Daly.

In witness whereof I hereunto set my hand and seal this eleventh day of October 1897.

Bonfiglio Perini (L.S.)

Received and recorded October 11th 1897, 6h 23m A. M.
A true copy.
Attest. Henry A. McMaster.
Town Clerk.

Elliott S. Claflin to Paul S. Lincoln.

Know all men by these presents, that I Elliott S. Claflin of Southville in the County of Worcester in consideration of One hundred eighty dollars to me paid by Paul S. Lincoln of Southboro, the receipt whereof I do hereby acknowledge, do hereby, assign and transfer to said Paul S. Lincoln, all claims and demands which I now have, and all which, at any time between the date hereof and the tenth day of December next I may and shall have against Town of Southboro for all sums of money due and for all sums of money and demand which at any time between the date hereof and the said tenth day of December next may and shall become due to me, for services as Policeman to have and to hold the same to the said Paul S. Lincoln his executors, administrators

and assigns forever.

And I, Elliott S. Claflin do hereby constitute and appoint the said Paul L. Lincoln and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes, as I could if personally present.

In witness whereof, I have set my hand and seal this fifteenth day of October 1897.

Signed, sealed and delivered in presence of } Elliot S. Claflin (L.S.)
Joshua E. Beeman.

Received and recorded Oct. 20th 1897. 9 h. A. M.
A true copy
attest: Henry A. McMaster.
Town Clerk.

Elliot S. Claflin - Cyrus A. Hyde.

Know all men by these presents, that I Elliot S. Claflin of Southborough, in the County of Worcester and Commonwealth of Massachusetts in consideration of One hundred dollars to me paid by Cyrus A. Hyde of said Southborough, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Cyrus A. Hyde the following goods and chattels, namely:

One sorrel horse named Bobby, five years old, weight 1050.

To have and to hold all and singular the said goods and chattels to the said Cyrus A. Hyde and his executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the vendee that he is the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of

all persons.

Provided nevertheless, that if I or my executors, administrators or assigns shall pay unto the vendee or his executors, administrators or assigns the sum of One hundred dollars on demand with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than ____ dollars for the benefit of the vendee, and ____ executors, administrators and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached or mesne process, and shall not except with the consent in writing of the vendee or his representatives, attempt to sell or to remove from Southboro the same or any part thereof, - then this deed, as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee or his executors, administrators, or assigns may sell the said goods and chattels at public auction, first giving five days notice of the time and place of sale to me, or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Worcester County. And out of the money arising from such sale, the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the vendee or his executors, administrators, or assigns, or any person or persons in their behalf may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns, may retain possession of the above mortgaged property

and may use and enjoy the same but after such default the vendee or those claiming under him may take immediate possession of said property and for that purpose may so far as I can give authority therefor enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof I the said Elliot S. Claflin hereunto set my hand and seal this third day of November in the year one thousand eight hundred and ninety seven.

Signed and sealed in presence of Minnie M. Browne } Elliot S. Claflin L.S.

Recvd and recorded. November 3rd 1897. 6 h. 25 m P.M.

A true copy.

Attest: Henry A. McMaster. Town Clerk.

Ernest L. White - Globe Loan Co.

Know all men by these presents. That we Ernest L. White and Lulu C. White of Southboro. in the County of Worcester and Commonwealth of Massachusetts in consideration of Thirty dollars. paid by the Globe Loan Co. having a usual place of business at Boston. Mass. the receipt whereof is hereby acknowledged. do hereby grant sell. transfer and deliver unto the said Globe Loan Co. the following goods and chattels namely: One H. C. B. W. Bed Lounge. Two pair lace curtains. 15 yds. wool carp. One painted Rocker. One cherry center table. One white Pt chair. One bamb whatnot. 1 eight day clock. 6 B. W. C. S. chairs. 14 mats. 1 B. W. Extension. 12 pictures. 1 bamb corner table. 1 wing "Cabinet Grand No. 8-20. 6 H. W. Pt chairs. 1 B. W. chamber set 10 Pcs. 24 yds. straw matting. 1 B. W. table and bracket. 1 three burner gas stove. Quick Meal No 443. 1 Pt center table.

1 B. N. K. Lounge, 1 painted kitchen table. 1 B. W. Ext. table. 1 Pt. side board. 1 hall candle. hall lamp, 1 Spinning wheel. 1 reed rocker.

Also all beds. bedding. carpets. pictures. books. crockery china. glassware. ornaments and bric-a-brac. and all other personal property of every name and nature now situated in house at No 1 Pen Forge at Southboro. aforesaid.

Also all other personal property which shall during the continuance of this mortgage. be placed or placed on the said premises where the same may be situated. in addition to. or substitution for that specified.

To have and to hold all and singular the said goods and chattels to the said The Globe Loan Co. and its successors and assigns. to their own use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owners of the said goods and chattels; that they are free from all encumbrances that we have good right to sell the same as aforesaid: and that we will warrant and defend the same against the lawful claims and demands of all persons.

Provided, nevertheless, that if we or our executors. administrators. or assigns. shall pay unto the grantee its successors or assigns. the sum of Thirty 00/100 dollars in one month from the date hereof. together with interest at Two 00/100 dollars per month: payable monthly. as is agreed in note of even date herewith and until such payment shall keep the said goods and chattels insured against fire in a sum not less than the amount of this mortgage. for the benefit of the grantee. its successors. and assigns. at such Insurance Office as they shall approve; shall not waste or destroy the same, nor suffer them or any part thereof to be attached, by mesne process. and shall not. except with the consent in writing of the grantee or his representatives. attempt to sell. or remove from the aforesaid premises. the same or any part thereof.— then this deed. as also the note of even date herewith signed by me. whereby we promise to pay to the grantee or order the said sum and interest. at the

times aforesaid, shall be void. The mortgagee is not to be liable for any charges or expenses for repairing or improving said property, or for rent, storage or keeping of the same, & whilst all persons dealing with said property are required to take notice: We also agree to pay Five dollars for actual expense of making and securing the loan.

But upon any default in the performance or observance of the foregoing condition, the grantee, or its successors or assigns, or any person or persons in their behalf, shall have the right and privilege of entering, without notice to the mortgagor, and forcibly if necessary any building or place in which said goods or chattels may be, and of removing the same therefrom, without being guilty of any trespass or tort or liable in any way therefor, and of selling said property or any part thereof at such time or times, and place or places, as they may choose, either at public auction or private sale; and the mortgagee or its representatives shall endorse upon the note hereby secured, the net proceeds, after paying all necessary charges and expenses of the said sale or sales, and may hold the mortgagor to pay any balance that may be due thereon. The debtor shall be notified in the manner provided in Sec. 7 Chap. 192 of the Public Statutes of the Commonwealth of Massachusetts, of the time and place of any sale to be made in foreclosure proceedings, at least seven days before such sale.

And it is agreed that the grantee, or its successors or assigns, or any person or persons in their behalf may purchase at any said or sale made as aforesaid; and that until default in the performance of the conditions of this deed, we and our executors, administrators and assigns, may retain possession of the above mortgaged property and may use and enjoy the same.

In witness whereof we the said Ernest L. and Lulu O. White aforesaid hereunto set our hands and seals this ninth (9th) day of November 1897.

Signed sealed and delivered in presence of
D. E. Stevens

Ernest L. White (LS)
Lulu O. White. (LS)

Received and recorded November 10th 1897 9 h. 0 m A.M.
A true copy: Attest: Henry A. McMaster
Town Clerk.

Louis Mitchell - Henry Hogan.

Know all men by these presents, that Louis Mitchell of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Four hundred dollars and other valuable considerations paid by Henry Hogan of Ashland in the County of Middlesex and said Commonwealth, the receipt whereof is hereby acknowledged, do hereby grant, sell, bargain and deliver unto the said Henry Hogan, the following goods and chattels, namely;

One roan mare, Bay horse, One dappled gray horse, One white horse and one black mare, Two 2 horse sleds, One stone wagon, Four single tip carts, One Democrat wagon, Two setts of double harness, One light single harness, and four tip cart harnesses,

To have and to hold all and singular the said goods and chattels to the said Henry Hogan and his executors, administrators, and assigns, to their own use and behoof forever,

And I hereby covenant with the vendee, that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances except the claim of Leroy Coolidge and a mortgage to one Pierce, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims of all persons except as against the aforesaid Coolidge and Pierce,

Provided nevertheless, that if I or my executors administrators, or assigns, shall pay unto the vendee or his executors, administrators, or assigns, the sum of Four hundred dollars, on demand from this date, with interest as stated in one note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Four hundred dollars for the benefit of the vendee and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not except with the consent in writing of the vendee or his repre-

sentatives. attempt to sell or to remove from Fayville in said Southborough. the same or any part thereof.- then this deed as also the aforesaid note. shall be void.

But upon any default in the performance or observance of the foregoing condition. the vendee or his executors. administrators. or assigns may sell the said goods and chattels at public auction. first giving ten days notice in writing of the time and place of sale to me or my representatives. or publishing such notice once a week for three successive weeks in some one newspaper published in said Worcester County. And out of the money arising from such sale the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage. whether then or thereafter payable. including all costs. charges. and expenses incurred or sustained by him. or them in relation to the said property or to discharge any claims or liens of third persons affecting the same: rendering the surplus. if any to the or my executors. administrators. or assigns.

And it is agreed that the vendee or his executors. administrators. or assigns. or any person or persons in their behalf. may purchase at any sale made as aforesaid: and that until default in the performance or observance of the condition of this deed I and my executors. administrators. and assigns. may retain possession of the above mortgaged property and may use and enjoy the same. but after such default the vendee or those claiming under him may take immediate possession of said property and for that purpose may. so far as I can give authority therefor. enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof I the said Louis Mitchell hereunto set my hand and seal this first day of November in the year one thousand eight hundred and ninety seven

Signed. sealed and delivered in presence of
Daniel J. Murphy

Luigi Malchiodi (L.S.)

Received and recorded November 15th 1897. 6 h. 15 m. P.M.
Attest: Henry A. Marsden
Town Clerk.

Mary E and Samuel F. Williams - George Lawrence.

Know all men by these presents. that we Mary E. Williams and Samuel F. Williams both of Southborough in the County of Worcester Massachusetts, in consideration of Ninety three dollars paid by George Lawrence of Marlborough in the County of Middlesex Massachusetts. the receipt whereof is hereby acknowledged do hereby grant. sell. transfer. and deliver unto the said George Lawrence the following goods and chattels. namely.

One Brown and Simpson Piano No. 3686. located in the house where we live on the premises of J. M. Sears in said Southborough.

To have and to hold all and singular the said goods and chattels. to the said George Lawrence and his executors. administrators and assigns to their use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owner of the said goods and chattels; that they are free from all incumbrances. that we have good right to sell the same as aforesaid; and that we will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if we or our executors. administrators. or assigns. shall pay unto the grantee or his executors. administrators or assigns. the sum of Ninety three in the following manner. viz: Thirty one dollars February 1. 1898. thirty one dollars April. 1. 1898. and the balance May 31st. 1898. as stated in a note of even date signed by us. and until such payment shall keep the said goods and chattels insured against fire in a sum not less than ninety three dollars for the benefit of the grantee and his executors. administrators. and assigns. in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels. nor suffer them or any part thereof to be attached or mesne process. and shall not except with the consent in writing in writing of the grantee or his representatives. attempt to sell or to remove from

said premises, the same or any part thereof. - then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to us or our representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to us or our executors, administrators, or assigns.

And it is agreed that the grantee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed we and our executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default the grantee or those claiming under him may take immediate possession of said property, and for that purpose may enter as we can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof we the said Mary E. Williams and Samuel F. Williams hereunto set our hands and seals this seventh day of December in the year one thousand eight hundred and ninety seven.

Signed sealed and delivered in presence of
J. J. Shaughnessy

Mary E. Williams (L.S.)
Samuel F. Williams (L.S.)

Received and recorded December 16th 1897. 3h 5m P.M.
Henry A. McMaster, Town Clerk.

A true copy
Attest: Henry A. McMaster
Town Clerk

Elliott S. Claflin - H. Austin Lowell.

Know all men by these presents. That I Elliott S. Claflin of Southborough in the County of Worcester, in consideration of One dollar and other valuable considerations to me paid by H. Austin Lowell of Southborough, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said H. Austin Lowell all claims and demands which I now have, and all which at any time between the date hereof and the first day of July next I may and shall have against the inhabitants of Southborough for all sums of money due and for all sums of money and demand which at any time between the date hereof and the first day of July next may and shall become due to me for services as Police officer to have and to hold the same to the said H. Austin Lowell, his executors, administrators, and assigns forever.

And I Elliott S. Claflin do hereby constitute and appoint the said H. Austin Lowell and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes, as I could if personally present.

In witness I have set my hand and seal this twelfth day of January 1898.

Signed, sealed, and delivered
in presence of

Elliot S. Claflin (L.S.)

Received and recorded Jan. 31. 1898. 9 h. 00 m. A.M.
A true copy.
Attest: Henry A. McMaster.
Town Clerk.

Charles G. and Susie Isabella Schwaar
to Carolina F. Schwaar.

Know all men by these presents, that we, Charles G. Schwaar and Susie Isabella Schwaar, his wife, in her own right, both of the City, County and State of New York in consideration of three hundred dollars to us paid by Carolina F. Schwaar of Boston in the County of Suffolk and Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, have assigned, transfered and set over and by these presents do assign transfer and set over unto the said Carolina F. Schwaar all of our interest in and to the estate of Benjamin Sumner Proctor, late of Southboro' in the County of Worcester in said Commonwealth, to have and to hold all and singular our said interest in said estate unto the said Carolina F. Schwaar, her executors, administrators, and assigns to her and their sole use forever.

And I the said Charles G. Schwaar, and the said Susie Isabella Schwaar, for ourselves our executors, and administrators do covenant to and with the said Carolina F. Schwaar, her executors, administrators and assigns that we are lawfully possessed of the said interest in said property as of our own property; that the same is free from incumbrances except such as are created by the will of said Benjamin Sumner Proctor, and that we will and our executors and administrators shall warrant and defend the same to the said Carolina F. Schwaar, her executors, administrators, and assigns, against the lawful claims and demands of all persons.

Provided nevertheless, that if the said Charles G. Schwaar and Susie Isabella Schwaar, their executors or administrators shall well and truly pay unto the said Carolina F. Schwaar, her executors, administrators and assigns, three hundred dollars according to the tenure of a certain promissory note signed by us for the sum of three hundred dollars with interest at the rate of four per cent per annum in one year from the date, then this assignment shall be void.

one

This mortgage together with another mortgage of like tenor and effect are duplicate originals.

In testimony whereof we the said Charles G. Schwaar and the said Susie Isabella Schwaar have hereunto set our hands and seals this 3d. day of February A. D. 1898.

Charles G. Schwaar (L.S.)
Susie Isabella Schwaar. (L.S.)

State of New York
City and County of New York. } S.S.

On this third day of February 1898 before me came Charles G. Schwaar and Susie Isabelle Schwaar, his wife to me known, and known to me to be the individuals mentioned in the foregoing instrument, and who severally acknowledge to me that they executed the same.

Dexter B. Horton
Notary Public #172
N.Y. County.

A true copy of assignment and acknowledgement.
Attest: Henry A. McMaster.
Town Clerk.

Received and recorded Feb. 11. 1898. 6h 30 P.M.
Henry A. McMaster.
Town Clerk.

Allan D. Howe — Charles B. Sawin.

Know all men by these presents that I Allan D. Howe of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Fifteen hundred dollars paid by Charles B. Sawin of said Southborough, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Charles B. Sawin, the following goods and chattels, namely: One Dutch cow, black & white, nine years old with spot on face, white flanks, switch and legs. — One Dutch cow black and white, eight years old, black nose, white switch and legs. — One Dutch cow, black and white, eight years old, star on face, four white feet. — One Dutch cow, black and white, ten years old, white star on face, white switch and flank. — One Dutch cow four years old, black and white, face mostly white. — One Dutch cow, black and white, six years old, dehorned, white spots on legs. — One Dutch cow, mostly black, eight years old, white face and horns turned in. — One Dutch cow, black and white, five years old, star on face, black nose and switch. — One Dutch cow, black and white, star in face, five years old, white under throat. — One Dutch cow, black and white, star in face, six years old, mottled face, brown and white legs. — Dutch cow, black and white, black horns, three years old, white switch and flank. — Dutch cow, black and white, white strip on face, black and white switch — Dutch cow, black and white, dehorned, mottled, black and white flank. — Dutch cow black and white, black flanks, three white legs. — Dutch cow, black and white, four years old, star in face, white under throat. — Dutch cow, black and white, six years old, star on face, shoulders white. — Dutch cow, black and white, six years old, white under throat. — Dutch cow, black and white, eight years old, mostly white, one horn shelled. — Dutch cow, all black, five years old, dehorned, black nose and switch. — Dutch cow, all black eight years old, one horn lost, white under. — Dutch cow, all black six years old, white under throat, black and white switch. — Dutch cow, black and white roan, eight years old dehorned. — Dutch cow, dark brindle, wide horns, white under. — Red and white Ayrshire cow, six years old, red and white switch and flank. — Yellow and black brindle cow horns shelled, five years.

old.- Yellow and white mottled cow. black and white face. six years old. Black Jersey cow. five years old black and white switch. horns turned down. Red and white Ayshire cow. star in face. high horns. white switch and flank.- Dark red and black brindle cow. wide horns. eight years old.- Light red cow. one horn lost. eight years old.- Brown and white cow four years old. star on face white under throat.- Dark red cow. straight horns. star in face. five years old.- Red and white cow dehorned. six years old.- Red and white Guernsey cow. white switch and flank. high horns.- Dark red cow. white udder.- Light red cow. six years old. high white horns.- Red and white cow. four years old. star in face. white spot on flank.- Yellow Guernsey cow. big horns. star on face. eight years old.- Red cow. dehorned. four years old. lemon colored.- Jersey cow. dehorned. five years old. lemon colored. Jersey cow. dehorned. four years old.- Red and white Ayshire cow. star on face. red white tail. four white feet.- Red cow. star on face. white switch and udder.- Lemon colored Jersey cow. shelled horns. black switch and nose.- Red and white cow. called Strawberry.- Black and white cow. one horn broken and shelled.- Red roan cow. wide horns.- Red roan cow. star on face. white tail.- Red roan cow. dehorned. Dark red cow. six years old. full eyes.- Brown mare nine years old.- Bay horse seven years old.- one express wagon and pole.- one other express wagon and pole.- one sulky plow.- one manure spreader.- Two dump carts. one farm wagon.- one harrow.- Two sets double harness.- Two sets cart harness.- all now being upon the premises occupied by me in said Southborough.

To have and to hold all and singular the said goods and chattels to the said Charles B. Sawin. and his executors. administrators. and assigns to their own use and behoof forever.

And I, hereby covenant with the grantee that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances. that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless. that if I or my executors. administrators. or assigns. shall pay unto the grantee or his executors. administrators. or assigns the sum of One thousand five hundred dollars on demand from this date. with interest as stated in one note

of even date signed by me. and until such payment shall keep the said goods and chattels insured against fire in a sum not less than fifteen hundred dollars for the benefit of the grantee and his executors administrators and assigns. in such form and in such Insurance Companies as they shall approve: shall not waste or destroy the said goods and chattels nor suffer them or any part thereof to be attached on mesne process. and shall not elopt with the consent in writing of the grantee or his representatives. attempt to sell or to remove from said Southborough. the same or any part thereof. then this deed as also the aforesaid note. shall be void.

But upon any difault in the performance or observance of the foregoing condition. the grantee. or his executors. administrators. or assigns may sell the said goods and chattels at public auction. first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale. the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage. whether then or thereafter payable. including all costs. charges and expenses incurred or sustained by him or them in relation to the said property. or to discharge any claims or liens of third persons affecting the same; rendering the surplus. if any. to me or my executors administrators or assigns.

And it is agreed that the grantee. or his executors administrators. or assigns. or any person or persons in their behalf. may purchase at any sale made as aforesaid: and that until difault in the performance or observance of the condition of this deed I and my executors. administrators and assigns. may retain possession of the above mortgaged property and may use and enjoy the same. but after such default the grantee or those claiming under him may take immediate possession of said property. and for that pur-

Southboro. Jan 5. 1900
I hereby assign my interest in the above mortgage to James S. Newton of Watertown. Mass
Witness. Charles B. Sawin.
A true copy
Attest: Henry A. McMaster
Town Clerk

Recorded Jan 11 1900 12h 5m P.M.

pose may so far as I can give authority therefor enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof I the said Allan D. Howe hereunto set my hand and seal this twenty first day of April in the year one thousand eight hundred and ninety eight.

Signed sealed and
delivered in presence of } Allan D. Howe (L.S.)

Recvd and recorded April 26th 1898. 6h 58m A.M.
A true copy
attest: Henry A. McMaster.
Town Clerk.

I hereby assign the above mortgage of A.D. Howe's milk money to James S. Sawin to take effect on all milk supplied by me on and after Jan. 1. 1900.
Southboro Jan. 6. 1900. Charles B. Sawin

Recvd and recorded Jan. 11. 1900. 12h 5m P.M. A true copy. Attest. Henry A. McMaster Town Clerk.

Allan D. Howe. — Charles B. Sawin.

Know all men by these presents that I Allan D. Howe of Southborough in the County of Worcester in consideration of one dollar and other valuable considerations to me paid by Charles B. Sawin of said Southborough the receipt whereof is now acknowledged do hereby assign transfer and set over unto the said Charles B. Sawin all sums of money to become due to me from the C. Brigham Company for milk supplied to it from and after the first day of May 1898 such assignment to remain valid and in force until a mortgage given by me to said Charles B. Sawin and dated April 21st 1898 has been paid in full.

Witness my hand and seal this 21st day of April 1898.

Allan D. Howe (L.S.)

Recvd and recorded April 22d 1898. 6h 58m A.M.
A true copy
attest. Henry A. McMaster.
Town Clerk.

Woodall & Knight - C. B. Sawin Son.

Southboro. Apr. 30. 1898.

On and after May 1. 1898. We assign and make over all money due for Milk from Deerfoot Farm Creamery. to C. B. Sawin & Son, over and above what butter we take. not to exceed twenty five pounds per month till our bill which we owe them now and until time of settlement is paid

Woodall & Knight.

Received and recorded May. 5th 1898. 5h 28m P.M.
A true copy.
Attest: Henry A. McMaster.
Town Clerk.

Eben Chauncy Gilmore - Benjamin H. Clemons

Know all men by these presents that I Eben Chauncy Gilmore. of West Medway. in the County of Norfolk and Commonwealth of Massachusetts in consideration of Twenty five dollars to me paid by Benjamin H. Clemons of the Town of Southborough. in the County of Worcester and said Commonwealth. the receipt whereof is hereby acknowledged. do hereby grant, sell. transfer. and deliver unto the said Benjamin H. Clemons. the following goods and chattels. namely:

One Plush Parlor sett. - One bird Lounge - One Bureau - Commode - Bedstead. - Two chairs - One Rocker. Bedding consisting of Feathers. - Two Mattress. Quilts. Marble top Table. Chest of Carpenters Tools. and all articles of household furniture and utensils. One easy chair - One Card table. One hanging Lamp. now stored in the dwelling houses of granite at said Southborough. and is to be removed to the dwelling house of said grantor in said West Medway. by agreement and consent of both parties hereto.

To have and to hold all and singular the

I hereby certify that I have received this instrument for record and do hereby discharge the same. B. H. Clemons
South Boro. June 11. 1898.

said goods and chattels to the said Benjamin H. Clemmons and his executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that, if I or my executors, administrators, or assigns shall pay unto the vendee, or his executors, administrators, or assigns, the sum of Twenty five dollars in forty days from this date, with interest as stated in a note of even date, signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Forty dollars for the benefit of the vendee and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the vendee, or his representatives, attempt to sell or to remove from said West Medway, the same or any part thereof, - then this deed, & also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee, or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said West Medway. And out of the money arising from such sale, the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him, them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators or assigns.

over

And it is agreed that the vendee or his executors. administrators or assigns or any person or persons in their behalf. may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors administrators and assigns. may retain possession of the above mortgaged property and may use and enjoy the same. but after such default. the vendee or those claiming under him may take immediate possession of said property and for that purpose may. so far as I can give authority therefor. enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof I the said Eben Channey Gilmore. hereunto set my hand and seal this seventh day of may in the year one thousand eight hundred and ninety eight.

Signed and sealed in presence of Francis D. Newton. } E. Channey Gilmore (L.S.)

Received and recorded May 9th 1898. 2h. 15m P.M.
A true copy
attest; Henry A. McMaster.
Town Clerk.

Benjamin H. Clemmons – De Clinton Nichols

Know all men by these presents. that I Benjamin H. Clemmons of Southborough in the Commonwealth of Massachusetts in consideration of Seventy nine dollars to me paid by De Clinton Nichols of said Southborough the receipt whereof is hereby acknowledged. do hereby grant. sell. transfer and deliver unto the said De Clinton Nichols. the following goods and chattels. namely;

One red and white cow. – One red and white cow. (White belted)

To have and to hold all and singular the said goods and chattels to the said

De Clinton Nichols and his executors, administrators, and assigns to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, and I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns, shall pay unto the vendee or his executors, administrators, or assigns the sum of seventy nine dollars in six months from this date with interest as stated in a note of even date herewith signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than seventy nine dollars for the benefit of the vendee and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve, shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on thesne process, and shall not except with the consent in writing of the vendee or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof, - then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee or his executors, administrators, or assigns may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale, the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any to me, or

Southborough, June 29th 1900.
Having received the amount of this mortgage I hereby discharge and cancel the same.
De Clinton-Nichols

my executors. administrators. or assigns.

And it is agreed that the vendee. or his executors. administrators. or assigns. or any person or persons in their behalf. may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors. administrators. and assigns. may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the vendee or those claiming under me may take immediate possession of said property and for that purpose may so far as I can give authority therefor. enter upon any premises on which said property or any part thereof may be situated. and remove the same therefrom.

In witness whereof I the said Benjamin H. Clemons hereunto set my hand and seal this twenty third day of April in the year one thousand eight hundred and ninety eight.

Signed and sealed in presence of Francis D. Newton } Benjamin H. Clemons. L.S.

Received and recorded May. 20th 1898. 2h 15m P.M.
A true copy.
attest: Henry A. McMasters.
Town Clerk.

Daniel Reddy – Francis Wright

Know all men by these presents. That I Daniel Reddy of Southborough in the County of Worcester. in consideration of one dollar and other good and sufficient consideration to me paid by Francis Wright of Southborough aforesaid. the receipt whereof I do hereby acknowledge. do hereby assign, and transfer to said Francis Wright all claims and demands which I now have. and all which which, at any time between the date hereof and the first day of October next. I may and shall have against Moulton and O'Mahoney. having their usual place of business in Boston. Mass. for all

sums of money due, and for all sums of money and demand which at any time between the date hereof and the first day of October next. May and shall become due to me, for services as a blacksmith and laborer to have and to hold the same to the said Francis Wright his executors, administrators and assigns forever.

And I Daniel Reedy do hereby constitute and appoint the said Francis Wright and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises, in the like manner to all intents and purposes, as I could if personally present.

In witness whereof, I have set my hand and seal this fourteenth day of May 1898.

Signed, Sealed and delivered in presence of } Daniel Reedy (L.S.)
John C. Murphy

Received and recorded May 21st 1898. 4h 30m. P.M.
A true copy.
Attest: Henry A. McMasters
Town Clerk.

Hannah Corcoran – Henry M. Corcoran.

Know all men by these presents, that I Hannah Corcoran of Fayville in the Town of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of Two hundred and seventy five dollars (275.00) paid by Henry M. Corcoran of said Fayville, the whole of is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Henry M. Corcoran, the following goods and chattels, namely;

One chestnut mare about twelve years old; one top buggy, black running gear and spring; one open buggy, red running gear, and spring; one sleigh; two single harnesses; one hay wagon; said property being kept on the premises occupied by the vendor, in said Fayville.

To have and to hold all and singular the said goods and chattels to the said Henry M. Corcoran

and his executors. administrators. and assigns. to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances. that I have good right to sell the same as aforesaid: and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless. that if I or my executors. administrators. or assigns. shall pay unto the vendee. or his executors. administrators. or assigns. the sum of Two hundred and seventy five dollars. on demand from this date. with interest as stated in a note of even date signed by me. and until such payment shall keep the said goods and chattels insured against fire in a sum not less than the vendee's interest therein. for the benefit of the vendee and his executors. administrators and assigns. in such form and in such Insurance Companies as they shall approve: shall not waste or destroy the said goods and chattels. nor suffer them or any part thereof to be attached on mesne process. and shall not except with the consent in writing of the vendee or his representatives. attempt to sell or to remove from said Fayette the same or any part thereof.- then this deed, as also the aforesaid note. shall be void.

But upon any default in the performance or observance of the foregoing condition. the vendee, or his executors. administrators. or assigns may sell the said goods and chattels at public auction. first giving five days notice in writing of the time and place of sale to me or my representatives. or publishing such notice once a week for three successive weeks in some one newspaper published in said County.

And out of the money arising from such sale. the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage. whether then or thereafter payable. including all costs charges. and expenses. incurred or sustained by him or them in relation to the said property. or to discharge

any claims or liens of third persons affecting the same: rendering the surplus if any to the or my executors. administrators. or assigns.

And it is agreed that the vendee or his executors, administrators or assigns. or any person or persons in their behalf may purchase at any sale made as aforesaid: and that until default in the performance or observance of the condition of this deed I and my executors. administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same. but after such default. the vendee or those claiming under him may take immediate possession of said property and for that purpose may so far as I can give authority therefor. enter upon any premises on which said property or any part thereof may be situated. and remove the same therefrom.

In witness whereof I the said Hannah Corcoran hereunto set my hand and seal this twenty fourth day of May in the year one thousand eight hundred and ninety eight.

Signed and sealed in presence of J. W. McDonald } Hannah her Corcoran mark L.S.

Received and recorded May. 25th 1898. 6h. 22m P. M.
A true copy.
attest: Henry A. McMaster.
Town Clerk.

William A. Gould — Waldo B. Fay.

Know all men by these presents. That I, William A. Gould of Southborough in the County of Worcester. in consideration of Three hundred dollars to me paid by Waldo B. Fay of said Southborough. the receipt whereof I do hereby acknowledge. do hereby assign and transfer to said Waldo B. Fay all claims and demands which I now have. and all which at any time between the date hereof and the first day of December next. I may and shall have against the Town of South-

borough. Mass. for all sums of money due. and for all sums of money and demand which at any time between the date hereof and the said first day of December next may and shall become due to me for services as Road Commissioner to have and to hold the same to the said Waldo B. Fay. his executors. administrators and assigns forever.

And I William A Gould do hereby constitute and appoint the said Waldo B. Fay and his assigns to be my attorney irrevocable in the premises. to do and perform all acts. matters and things touching the premises. in the like manner to all intents and purposes. as I could if personally present.

In witness whereof. I have set my hand and seal this ninth day of June. 1898.

Signed. sealed and delivered in presence of Edgar Weeks. } William A. Gould (L.S.)

Received and recorded June. 13. 1898. 11h 20m. A.M.
A true copy
Attest: Henry A. McMaster.
Town Clerk.

Edward E. Chase- Walter Chase.

Know all men by these presents. That I Edward E. Chase of Southborough. in the County of Worcester. in consideration of One dollar and other good consideration to me paid by Walter Chase of said Southborough. the receipt whereof I do hereby acknowledge do hereby assign and transfer to said Walter Chase all claims and demands which I now have. and all which at any time between the date hereof and the first day of November next may and shall have against the inhabitants of the Town of Southborough for labor performed on the highways in said Southborough and in connection therewith for all sums of money due. and for all sums of money and demand which at any time between the date hereof and the said first day of Nov.-

ember next may and shall become due to me for services as a laborer as aforesaid performed to have and to hold the same to the said Walter Chase his executors, administrators and assigns forever.

And I Edward E. Chase do hereby constitute and appoint the said Walter Chase and his assigns to be my attorney irrevocable in the premises to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes as I could if personally present.

In witness whereof I have set my hand and seal this thirteenth day of June A.D. 1898.

Signed, sealed and delivering in presence } Edward E. Chase (L.S.)
F. J. Shaughnessy }

Received and recorded June 14th 1898 5h 25m P.M.
A true copy.
Attest: Henry A. McMaster,
Town Clerk.

George N. Gilmore — Elmer L. Mitchell

Know all men by these presents that I George N. Gilmore of Southville, in the Town of Southboro, County of Worcester and Commonwealth of Massachusetts in consideration of Three hundred Dollars to me paid by Elmer L. Mitchell of said Southboro, the receipt whereof is hereby acknowledged do hereby grant, sell, transfer and deliver unto the said Elmer L. Mitchell the following goods and chattels, namely.

1 4 Cows. 1 No horn red cow about eight years old; one no horn cow, red about nine years old; one brown cow about six years; one Jersy cow about eight years old; one Guernsey cow about six years old; one Holstein black & white cow about seven years old; one Ayshire cow about seven years old; one part Jersy and Guernsey cow about ten years old; one red native cow about ten years old; one Holstein black & white cow about five years old; one Holstein black & white cow about eight years old; one part

Jersey and Holstein, black & white, about six years old: one native cow about five years old: three horses, one bay mare about ten years old; one bay mare about seven years old and one horse about six years old.
The same being now kept at my farm in said Southboro.
To have and to hold all and singular the said goods and chattels to the said Elmer L. Whitcomb and his executors, administrators, and assigns, to their own use and behoof forever.
And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid: and that I will warrant and defend the same against the lawful claims and demands of all persons.
Provided nevertheless that if I or my executors, administrators, or assigns, shall pay unto the vendee or his executors administrators, or assigns, the sum of Three hundred dollars on demand with interest as stated in a note of even date signed by me, and such payment shall keep the said goods and chattels insured against fire in a sum not less than ——— dollars for the benefit of the vendee and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not except with the consent in writing of the vendee or his representatives, attempt to sell or to remove from Southville, except for daily use, the same or any part thereof, - then this deed as also the aforesaid note shall be void.
But upon any default in the performance or observance of the forgoing condition, the vendee or his executors, administrators or assigns, may sell the said goods and chattels, at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice one a week for three successive weeks in some one newspaper

published in said Worcester County. And out of the money arising from such sale the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage whether then or thereafter payable including all costs charges and expenses incurred or sustained by — them in relation to the said property or to discharge any claims or liens of third persons affecting the same rendering the surplus if any to me or my executors administrators or assigns.

And it is agreed that the vendee or his executors administrators or assigns or any person or persons in their behalf may purchase at any sale made as aforesaid: and that until default in the performance or observance of the condition of this deed I and my executors administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same but after such default the vendee or those claiming under him may take immediate possession of said property and for that purpose may so far as I can give authority therefor enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof I the said George N. Gilmore hereunto set my hand and seal this seventeenth day of August in the year one thousand eight hundred and ninety eight.

Signed and sealed in presence of Joshua E. Beeman } George N. Gilmore (L.S.)

Received and recorded August 27th 1898. 7-h-0-m-P.M.

A true copy

attest: Benj A. McNaseles.

Town Clerk.

Allan D. Howe - Charles B. Sawin

Know all men by these presents that I Allan D. Howe of Southboro. in the County of Worcester and Commonwealth of Massachusetts. in consideration of Two hundred and forty dollars ($240.00) paid by Charles B. Sawin of said Southboro. the receipt whereof is hereby acknowledged. do hereby grant. sell. transfer and deliver unto the said Charles B. Sawin the following goods and chattels. namely:

One red and white Ayrshire cow. seven years old.- one yellow and white grade Jersey cow. five years old.- one grey and white grade Jersey cow five years old.- one light yellow cow with a star in her face. eight years old. one dark red and white cow. with a star in her face. four years old.- one dark brown and white dehorned cow. eight years old.- one dark brown dehorned cow. eight years old and one light yellow cow. with wide horns. five years old.

To have and to hold all and singular the said goods and chattels to the said Charles B. Sawin. and his executors. administrators and assigns. to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances. that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors. administrators. or assigns. shall pay unto the grantee or his executors. administrators. or assigns the sum of Two hundred and forty dollars ($240.00) on demand. with interest as stated in one note of even date signed by me. and until such payment shall keep the said goods and chattels insured against fire in a sum not less than ———— dollars for the benefit of the grantee and — executors administrators. and assigns. in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels. nor suffer them or any part thereof to be attached on mesne process. and shall not except with the

consent in writing of the grantee or his representatives, attempt to sell or to remove from ——— the same or any part thereof. - then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators or assigns may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southboro. And out of the money arising from such sale, the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable including all costs, charges and expenses incurred or sustained by ——— them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus if any, to me or my executors administrators, or assigns.

And it is agreed that the grantee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid: and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof I the said Allan D. Howe hereunto set my hand and seal this 21st day of September in the year one thousand eight hundred and ninety-8.

Signed sealed and delivered in presence of Martin Sellers. } Allan D. Howe (L.S.)

Received and recorded September 21st 1898. 5h. 47m. P.M.
A true copy. Attest: Henry A. McMaster.
Town Clerk.

Southboro Jan 5th 1900.
I hereby assign my interest in the above mortgage to James S. Howard of Hollister Mass.
Allan D. Howe
Received Jan. 11 1900. 12h. 5m. P.M. Attest: Henry A. McMaster Town Clerk

Salvins Latty. – Seconds Latty.

Know all men by these presents. that I Salvins Latty of Southborough in the County of Worcester Massachusetts. in consideration of Four hundred dollars paid by Seconds Latty of said Southborough the receipt whereof is hereby acknowledged do hereby grant. sell. transfer and deliver unto the said Seconds Latty. the following goods and chattels. namely:

One Concord buggy. – one piano box buggy. – two harnesses. – one sleigh. – one derrick – and all my quarry tools. and all my household furniture. all of said property being located in Cordaville. in said Southborough.

To have and to hold all and singular the said goods and chattels. to the said Seconds Latty and his executors. administrators and assigns. to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances. that I have good right to sell the same as aforesaid. and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided. nevertheless. that if I or my executors. administrators. or assigns. shall pay unto the grantee or his executors, administrators. or assigns. the sum of Four hundred dollars on demand. from this date. with interest as stated in a note of even date signed by me. and until such payment. shall not waste or destroy the said goods and chattels. nor suffer them or any part thereof to be attached on mesne process. and shall not except with the consent in writing of the grantee or his representatives attempt to sell or to remove from Southborough aforesaid. the same or any part thereof. – then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition the grantee or his executors. administrators. or assigns. may sell the said goods and chattels at public auction. first giving ten days notice in writing

of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale, the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage whether then or thereafter payable, including costs, charges and expenses incurred or sustained by him or them, in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators or assigns.

And it is agreed that the grantee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Salvins Latty hereunto set my hand and seal this third day of October in the year one thousand eight hundred and ninety eight.

Signed, sealed and delivered in presence of } Salvins Latty (L.S.)
J. J. Shaughnessy

Received and recorded October 4th 1898. 9 h. 35 A.M.

A true copy
Attest: Henry A. McMaster.
Town Clerk.

Salvino Latty - C. Landoni

Know all men by these presents. That I Salvino Latty of Southborough in the County of Worcster and State of Massachusetts. in consideration of One dollar and other good and valuable considerations to me paid by C. Landoni of Southborough aforesaid. (the receipt whereof is hereby acknowledged) do hereby sell. assign. and transfer to said C. Landoni all and whatever sum or sums of money now due and coming due to me from Adelard Phaneuf. contractor at Marlborough Mass. for stone furnished. and the Town of Southborough. for building a wall along the State road. and for work performed with man and horses on the streets and roads. to the said C. Landoni. with power to collect the same in his name and as my attorney. hereunto duly authorized to his own use.

It is expressly understood. however that I the said Salvino Latty am forever to be kept and saved harmless by the said C. Landoni from all cost or charge hereafter in any way or manner. for and from the expense of the collection of the sum and sums hereby sold and assigned.

In witness whereof I have set my hand and seal this eighth day of October 1898.

Signed. sealed and delivered in presence of J. J. Shaughnessy } Salvino Latty [L.S.]

Recived and recorded Oct. 8th 1898. 6h. 25m. P.M.

A true copy

Attest: Henry A. McMaster

Town Clerk

Charles L. Paine and Mary L. Paine to
— Paulina-Louise and Elizabeth Freeman

Know all men by these presents that we Charles L. Paine and Mary L. Paine, his wife in her own right, both of Everett in the County of Middlesex and Commonwealth in consideration of Three thousand dollars paid by Paulina Freeman, Louise Freeman, and Elizabeth Freeman, all of said Everett, by the hand of their guardian James E. Freeman of said Everett, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Paulina Freeman, Louise Freeman, and Elizabeth Freeman, the following goods and chattels, namely:

Eight Cows, one horse, sixty hens, one dump cart, one farm wagon, one buggy, one express top wagon, one sleigh, and one pung and one mowing machine.

All said goods and chattels are now on the farm this day purchased by me said Mary L. Paine situated in the town of Southborough, Massachusetts. All personal estate and goods and chattels hereafter acquired by us or either of us in place of or in substitution for any of the goods and chattels above described, and all goods and chattels of the same or similar nature hereafter acquired by us or either of us and used or kept on said farm shall be included in and covered by this mortgage. Also all other farming implements and tools and live stock on said farm and all hereafter acquired by me and used or kept on said farm.

To have and to hold all and singular the said goods and chattels to the said Paulina Freeman, Louise Freeman and Elizabeth Freeman and their executors, administrators and assigns to their own use and behoof forever.

And we hereby covenant with the grantees that said Mary L. Paine is the lawful owner of the said goods and chattels: that they are free from all incumbrances, that we have good right to sell the same as aforesaid: and that we will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if we or our executors, administrators, or assigns, shall pay unto the grantees, or their executors, administrators, or assigns, the sum

Three thousand dollars in three years from this date. with interest as stated in a note of even date signed by us. and until such payment shall keep the said goods and chattels insured against in a sum not less than Five hundred dollars for the benefit of the grantees and their executors. administrators. and assigns. in such form and in such insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels. nor suffer them or any part thereof to be attached on mesne process. and shall not. except with the consent in writing of the grantee or their representatives. attempt to dee or to remove from said farm in Southborough. the same or any part thereof; - then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition. the grantees or their executors. administrators. or assigns. may sell the said goods and chattels at public auction, first giving three days notice in writing of the time and place of sale to us or either of us or our or either of our representatives. or publishing such notice once a week for three successive weeks in some one newspaper published in said Worcester County. in said Commonwealth. And out of the money arising from such sale the grantees or their representatives shall be entitled to retain all sums then secured by this mortgage. whether then or thereafter. including all costs. charges and expenses incurred or sustained by them. or them in relation to the said property. or to discharge any claims or liens of third persons affecting the same; rendering the surplus. if any. to said Thaw & Paine or her executors. administrators. or assigns.

And it is agreed that the grantees or their executors. administrators. or assigns. or any person or persons in their behalf. may purchase at any sale made as aforesaid: and that until default in the performance or observance of the condition of this deed we and our executors. administrators. and assigns. may retain possession of the above mortgaged property and may use and enjoy the same. but after such default. the grantees or those claiming under them may take

immediate possession of said property. and for that purpose may so far as we can give authority therefor, enter upon any premises on which said property or any part thereof may be situated. and remove the same therefrom.

In witness whereof we the said Charles L. Paine and Mary L. Paine hereunto set our hands and seals this fourteenth day of October in the year one thousand eight hundred and ninety eight.

$1.00 Stamp.

Signed. sealed and delivered in presence of Chas C. Nichols to both.

Charles L Paine LS
Mary L. Paine LS

Received and recorded October 18th 1898. 8h. 45m A.M.

A true copy
Attest: Henry A. McMaster.
Town Clerk.

William A. Gould - Waldo B. Fay.

Know all men by these presents. that I William A. Gould of Southborough. in the County of Worcester. in consideration of Three Hundred dollars to me paid by Waldo B. Fay of Southborough. the receipt whereof I do hereby acknowledge. do hereby assign and transfer to said Waldo B. Fay all claims and demands which I now have. and all which at any time between the date hereof and the twenty third day of June next. I may and shall have against the Town of Southborough. for all sums of money due, and for all sums of money and demand which. at any time between the date hereof and the said twenty third day of June next. may and shall become due to me for services as Road Commissioner or for work on Roads to have and to hold the same to the said Waldo B. Fay his executors. administrators. and assigns forever.

And I William A. Gould do hereby constitute and appoint the said Waldo B. Fay and his assigns. to be my attorney irrevocable in the premises. to do and perform all acts. matters. and things

touching the premises. in the like manner to all intents and purposes. as I could if personally present.
In witness whereof. I have set my hand and seal. this twenty third day of December 1898.

Signed. sealed. and delivered in presence of } William A. Gould [L.S.]

Received and recorded December. 23d 1898. 2 h 30 m P.M.
A true copy
attest: Henry A. McMaster.
Town Clerk.

Mortgage of the Framingham, Southboro & Marlborough Street Railway Company.

This Indenture, made this ~~second~~ twenty-fifth day of January, A. D. 1899, between the Framingham, Southboro & Marlborough Street Railway Company, a corporation created and duly existing under the laws of the Commonwealth of Massachusetts, hereafter called the "Railway Company", party of the first part, and the American Loan & Trust Company, a corporation duly created by and existing under the laws of said Commonwealth of Massachusetts, hereafter called the "Trustee", party of the second part

Witnesseth:

Whereas, at a legal meeting of the stockholders of the Railway Company called for the purpose and held on the third day of November, 1898, a vote was duly passed by a majority in interest of the stockholders that the Directors of the Company be and are hereby authorized and empowered to cause to be executed and delivered under the corporate seal of this Company and the signature of the President and Secretary, a mortgage to be known as the first mortgage deed to the American Loan & Trust Company as Trustee, upon all of the railroad, equipment, franchises, contracts and other property real or personal now owned or to be hereafter acquired by this Company to secure an issue of bonds to an amount not exceeding Sixty Thousand Dollars ($60,000.), the principal thereof payable in gold coin of the United States of the present standard of weight and fineness at the office of the American Loan & Trust Company in Boston twenty years from date thereof with interest thereon until maturity of said bonds from date of issue at the rate of five per cent per annum, payable semi-annually in like gold coin at said office, both principal and interest of said bonds to be paid without deduction of any tax or taxes which this Company may be lawfully required to pay or retain therefrom or any present or future loss, this Company agreeing to pay any and all such tax or taxes, and in other respects said mortgage to be upon such terms and conditions as may be approved by the Board of Directors.

And Whereas the stockholders of the Railway Company at said meeting duly appointed George D. Appleton to approve the bonds to be issued as aforesaid and to certify upon each bond that it is properly issued and recorded.

And whereas the Board of Directors of the Railway Company have approved the terms and conditions of said mortgage, and have authorized the President and Secretary of the Railway Company to execute and deliver said mortgage under the corporate seal of the Company.

And whereas the bonds and coupons to be issued hereunder and secured hereby are substantially in the following form, to wit:

United States of America

Commonwealth of Massachusetts.

Framingham, Southboro and Marlborough Street Railway Company.

First Mortgage Five Per Cent. Gold Bond,

Authorized by the Board of Railroad Commissioners.

$1,000. No.

The Framingham, Southboro and Marlborough Street Railway Company, a corporation duly organized under the laws of the Commonwealth of Massachusetts, for value received, promises to pay to the bearer hereof, or, in case of registration, to the registered holder hereof, the sum of one thousand dollars in gold coin of the United States of the present standard of weight and fineness, at the office of the American Loan and Trust Company in Boston Massachusetts, on the first day of January, 1919, and to pay at said office of the American Loan and Trust Company, interest on said sum at the rate of five per centum per annum, payable in like gold coin, semi-annually, on the first days of January and July in each year hereafter (the first payment to be made on the first day of July, 1899) until the principal sum hereof shall have been fully paid, on presentation and surrender of the respective interest coupons hereto attached, as they severally become due.

This bond is one of the series of sixty First Mortgage Bonds of one thousand dollars each, numbered from one to sixty, inclusive, amounting in the aggregate to sixty thousand dollars, all of which are of even date herewith and like in tenor and have been duly authorized by the Board of Railroad Commissioners of said Commonwealth to be issued forthwith and are executed and delivered under authority from its Directors and in pursuance of a vote of the stockholders of said Railway Company authorizing the issue of said bonds and the execution and delivery of the mortgage hereinafter mentioned.

Payment of this bond and of the coupons attached is

secured in the manner and upon the terms therein stated by a First Mortgage upon all the property, rights and franchises, both present and future, acquired by said Railway Company bearing even date herewith to the American Loan and Trust Company and its successors in trust, as Trustee for the bondholders. This bond shall not become valid for any purpose until it shall have been authenticated by the certificate hereon endorsed of the Trustee under said first mortgage deed.

In Witness Whereof, the Framingham, Southboro & Marlborough Street Railway Company has caused its corporate seal to be affixed to this bond and the same to be signed by its President and Treasurer this ~~2nd~~ 25th day of January, A. D. 1899.

Framingham, Southboro & Marlborough Street Railway Co.

By President.

Treasurer.

(Form of Interest Coupon)

$25.00

On the first day of A. D. the Framingham, Southboro & Marlborough Street Railway Company will pay to bearer at the office of the American Loan and Trust Company in Boston, Massachusetts, twenty five dollars in gold coin of the United States, of the present standard of weight and fineness, free from all taxes, being six months interest due on its First Mortgage Gold Bond No.

Treasurer.

(Form of Trustee's Certificate)

The undersigned Trustee hereby certifies that this bond is one of the series referred to in the within mentioned Deed of Trust or Mortgage.

American Loan and Trust Company, Trustee.

By Registrar.

I hereby certify that this bond is properly issued and recorded and that it is approved by me.

Appointed by the Framingham
Southboro & Marlborough St. Ry. Co.

(Provision for Registration.)

This bond may be registered in the holder's name on the books of the Framingham, Southboro & Marlborough Street Railway Company at the office of the American Loan and

Trust Company in Boston, and such registry shall be noted on the bond after which no transfer shall be effectual unless it shall be made on the Company's books and noted on the bond, but the same may be discharged from registry by being so transferred to bearer after which it shall be transferable by delivery but may be again, and from time to time, registered as before.

The coupons shall be payable to the bearer thereof and transferable by delivery notwithstanding the registry of the bond. The Railway Company or the Trustee of the Indenture within mentioned shall not be bound to take notice of or in any way to see to the execution of any trust, express implied or constructive, affecting the title or ownership of this bond or of the principal or interest therein specified, or be affected by notice of any equity that may be subsisting in respect thereof.

Now Therefore, this indenture witnesseth that in order to secure equally the payment of the principal and interest of all said bonds at any time outstanding and secured hereby, the Railway Company, party of the first part, in consideration of the sum of one dollar, to it in hand paid by the Trustee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold, conveyed transferred, and assigned, and by these presents does hereby give, grant, bargain, sell, convey, transfer and assign unto the Trustee, party of the second part, its successors and assigns forever, all real estate, lands, tenements, hereditaments, and all rights, titles and interests therein of which it stands seized at the date hereof or which it may hereafter acquire, and particularly the real estate and rights, titles and interests therein owned by it in the towns of Framingham and Southboro and in the city of Marlborough, all in the Commonwealth of Massachusetts.

And in addition to all its real estate, all its road-bed, tracks, railway plant, machinery, electric motors and other electrical appliances, rolling stock, cars, poles, lines, wires and other property, personal and mixed, of whatever description, which it now owns or may hereafter acquire situated in the towns of Framingham and Southboro and the City of Marlborough, in said Commonwealth of Massachusetts, or wherever situated, together with all and singular the privileges and appurtenances thereto belonging, all things in action, contracts, claims and demands of the said Railway Company as well in law as in equity, together

with all the rents, issues, profits and income growing out of or appertaining to said property. And also all and singular the franchises, rights and privileges that the Railway Company now have or may hereafter acquire.

To Have and to Hold the above described property, real and personal, rights, franchises and privileges unto said American Loan and Trust Company and its successors in trust to its and their use forever.

But in Trust Nevertheless for the equal pro rata benefit and security of all and every present and future holder of any and every bond issued under and secured by this indenture, without any preference to one bond over another by reason of priority of issue or of any act or thing whatsoever, and upon the trusts, uses and purposes, and subject to the covenants agreements, conditions and purposes hereinafter set forth and declared, that is to say:-

Article 1. Until default shall be made in the payment of principal or interest of said bonds to be issued hereunder or in the performance by the Railway Company of any of the covenants of the said bonds or coupons of this indenture, the Railway Company shall be suffered and permitted to possess operate, maintain and enjoy all the franchises, rights and property of every kind conveyed by this deed of trust, and every part thereof with the appurtenances, and take and use the tolls, income, rents, issues and profits thereof, with power in the ordinary course of its business to use and consume the fuel and supplies and to deal with contracts and choses in action and to alter and repair buildings and structures, and to change the position of its lines of rail and to replace any of its rails, rolling stock, equipments, machinery and poles with others, and to sell such of them as shall have been replaced or worn out, as it may think fit and without any obligation on the part of any purchaser to ascertain the occurrence of the event in which any such sale is authorized but so that the Railway Company shall not be entitled to create any mortgage or charge having any priority to these presents or to impair the value of this security.

Article 2. The Railway Company covenants that it shall and will well, duly and punctually pay or cause to be paid to the holder of any bond issued hereunder and secured hereby, the principal and interest accruing thereon on the dates and rates and in the manner mentioned therein or in the coupons thereto belonging without deduction from either principal or interest of

any tax or taxes which it may be required to pay or retain therefrom under or by reason of any present or future law.

That it shall and will from time to time pay and discharge all taxes, assessments and governmental charges lawfully imposed upon the lines of railway and other premises hereby mortgaged or upon any part thereof or upon the income and profits thereof, the lien of which might or could be held to be prior to the lien hereof so that the priority of this indenture shall be fully preserved, and that these presents shall always constitute a first charge and lien upon the premises hereby conveyed.

That all lines of railway and property of every kind and all interests therein when and as and to the extent hereinafter acquired shall without any further covenants or assignment immediately upon such acquisition become and be subject to the lien of this indenture as fully and completely as though now owned by the Railway Company and expressly and specifically conveyed by and embraced in the granting clause of this indenture.

The Railway Company further covenants to keep said premises and property at all times insured in such sum as to reasonably protect the insurable property, payable in case of loss to the Trustee.

In case of loss, the Trustee shall allow the insurance money received to be applied by the Railway Company toward the replacement of the property destroyed or injured if the Railway Company so requests in writing and shall upon such request pay such money over to the Railway Company for that purpose on receipt of vouchers accompanied by a certificate signed by the President and Treasurer or Vice-President and Treasurer of the Railway Company, to the effect that said property has been replaced by new or additional plant or property costing as much as the amount of money paid over on said vouchers, but if the Railway Company shall not within ninety days from the loss request in writing to have the insurance money so applied then it shall be invested by the Trustee in good securities and form part of the trust property and accumulations and be subject to the provisions of this indenture in like manner as the other property hereby conveyed, except that the possession thereof shall be held by said Trustee until the securities are disposed of according to this

indenture.

Article 3. But if any default shall be made by the Railway Company in the payment of said bonds or any of them when they fall due and payable or if it shall fail to pay said coupons or any of them, according to the tenor thereof, on the presentation of the same respectively, or if the Railway Company shall fail faithfully to observe and perform any of the requirements made of it by these presents or by said bonds or coupons, and such default or failure shall continue for the space of sixty days after written notice thereof has been given by the Trustee to the Railway Company, then and thereupon the whole amount of the principal of said bonds, together with all accrued and unpaid interest shall at the election of the Trustee (notwithstanding any provisions to the contrary in said bonds contained), be deemed immediately due and payable, and the Trustee shall not be required to signify such election in any manner other than by instituting proceedings to foreclose, whether by entry upon the premises, by beginning a suit or action for foreclosure, or by commencing publication of notice of the sale of the mortgaged property. But the holders of four-fifths of the bonds outstanding at any time may by their instrument in writing waive the right to have the principal so become due and payable provided that such waiver shall not be construed to waive any of the rights of the said bondholders to secure the payment of the interest so overdue, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

Article 4. In case default shall be made by the Railway Company in the payment of any interest or principal on any bond issued and secured by this indenture and shall continue for a period of three months, or default shall be made by the Railway Company in the performance of any of the covenants herein agreed to be performed on its part, and shall continue for a period of three months after written notice thereof from the Trustee, then and in each and every such case of default, the Trustee personally or by its agents or attorneys may in its discretion enter upon and take possession of the said property, premises and franchises and shall use and enjoy the same and manage and work the said railways and conduct the business thereof with the power to make, from time to time, at the expense of the Trust estate, such repairs, alterations, additions and improvements as well in respect of the rolling stock and equipment as in respect of

the railways, and to do all such other things to promote the interests of the parties as the Trustee shall think proper, and to collect and receive all tolls, freights, rents, profits and income of the said premises, and after paying and discharging out of the same all expenses incurred in working the railways and conducting the said business, or in the execution of any powers or trusts of these presents or otherwise in respect of the premises, and all taxes, assessments, charges and outgoings in respect of the said premises or any part thereof, as well as reasonable compensation for the services of the Trustee and of its agents, attorneys, clerks and servants, to apply the money so arising ratably to the interest in arrear or becoming due and payable on the said bonds at the time outstanding in the order in which such interest shall have become due and payable and after paying all such interest at the time due and payable, shall apply the residue thereof, if the principal moneys secured by the said bonds shall be due and payable to the payment of the said principal moneys, ratably and without any preference or priority. And in case all sums of money at the time being due and payable on account of the said bonds or any such covenant as aforesaid, and all the said costs, charges and expenses incurred by the Trustee as above mentioned shall be paid and satisfied and all defaults of the Railway Company shall have been made good before any foreclosure or sale, then the Trustee shall restore possession of the said premises to the Railway Company and the same shall thenceforth be subject to the provisions of these presents in the same manner as if such entry had not been made.

After any default by the Railway Company for such period as aforesaid in the payment of any such principal or interest moneys, or default by the Railway Company in the performance of any of the covenants herein agreed to be performed on its part, the Trustees may, in its discretion, sell and dispose of the said premises by public auction at such time and place in the City of Marlborough in the Commonwealth of Massachusetts as the ~~as the~~ Trustee may determine, and such sale shall perpetually bar the Railway Company and all persons claiming by, through, or under it, from all right and interest in the said premises at law or in equity. But the Trustee shall not exercise the power or

trust for sale herein contained until it shall have first given public notice of such sale and the time and place thereof by advertisement published in the said City of Marlborough not less than twice a week for four consecutive weeks in one or more newspapers there published.

And the Trustee shall have power in its discretion to adjourn such sale from time to time and to make the sale at the time and place to which the same shall be adjourned, and shall give such notice of the adjourned sale as the Trustee shall think reasonable under the circumstances. Upon a completion of any sale or sales under this indenture the Trustee shall make, execute and deliver to the accepted purchaser or purchasers, a good and sufficient deed or good and sufficient deeds of conveyance of the property and franchises sold.

Upon any sale in pursuance of the power or trust for sale herein contained or in any proceedings for foreclosure or sale, any or all of the bondholders may bid for and purchase said property and upon compliance with the terms of the sale may hold and retain said property without further accountability therefor. and the purchasers at such sale shall be entitled to be allowed as paid in or toward satisfaction of the purchase money such sum of money as shall be payable to them out of the proceeds of such sale in respect of any of the bonds and coupons held by such purchasers and the sum so allowed on account of each of the said bonds and coupons shall be marked thereon as paid

The proceeds or avails of any sales under any provision of this indenture and the purchase money thereon shall be applied as follows:

First: To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all expenses, liabilities and advances made and incurred by the Trustee in managing and maintaining the property hereby conveyed or so intended to be, and of all taxes, assessments or liens prior to the lien of these presents except any taxes, assessments or other superior liens to which such sales shall have been made subject.

Second: To the payment of the whole amount of the bonds hereby secured for principal and interest whether then or thereafter due and payable together

with interest on overdue instalments of interest, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the said bonds, then to the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any instalment of interest over any other instalment of interest, ratably to the aggregate of such principal and the accrued and unpaid interest.

Third: To the payment of the surplus, if any, to the Railway Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

No holder of any bond or coupon hereby secured shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this indenture or for the execution of any trust thereof or for the appointment of a Receiver, or for any other remedy hereunder without first giving the Trustee written notice of the fact that the default has occurred and continued as hereinbefore provided, nor unless such holder shall have afforded to the Trustee reasonable opportunity either itself to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name.

No coupon belonging to any bond hereby secured which in any way on or after maturity shall be transferred or pledged separate and apart from its bond shall be entitled to any benefit of or from this Indenture except after the prior full payment of the principal of all bonds issued hereunder and of all coupons and interest obligations not so transferred or pledged.

Article 5. It is hereby declared and agreed that it shall be the duty of the Trustee to exercise the power for sale hereby granted or to take such proceedings in equity or at law to enforce the rights of the bondholders under these presents as it is advised are proper upon a requisition in writing as hereinafter specified:

First: If the default be as to the interest or principal of any bond, such requisition upon the said Trustee shall be in writing by holders of at least twenty per cent. of the amount of said bonds and upon such requisition and a reasonable indemnification by the persons

making the same to the Trustee against the costs and expenses to be by said Trustee incurred, it shall be the duty of the Trustee to enforce the rights of the bondholders under these presents by sale or such legal proceedings as said Trustee being advised by counsel shall deem most expedient for the interest of the holders of said bonds.

Second: If the default be in the omission to comply with any other provision herein contained to be performed or kept by the said Railway Company then and in either of such cases, the requisition shall be by the holders of at least thirty per cent. of the amount of said bonds.

Article 6. The power or trust for sale hereinbefore contained shall not be construed to limit or take away any other right or remedy of foreclosure or sale, and the trusts, powers and provisions hereof are declared to be in addition to all the rights or remedies which the Trustee and the holders of the said bonds may otherwise have at law or in equity. And if any default for the said period of three months of the payment of any principal or interest money occur, the Trustee may, in its discretion, institute proceedings for the foreclosure of this mortgage or for the sale of the said premises instead of exercising the said power or trust for sale, or may otherwise proceed at law or in equity to enforce this mortgage or the lien hereof, or to enforce or protect the rights and interests of the holders of the said bonds, and upon instituting any such proceedings may ask for the appointment of a receiver of the said premises

No delay or omission of the Trustee or of any holder of bonds hereby secured to exercise any right or power arising from any default continuing as aforesaid shall exhaust or impair any such right or power, or be construed to be a waiver of any such default, or an acquiescence therein.

Article 7. It is hereby declared that the receipt or receipts of the Trustee shall be a sufficient discharge to the purchaser or purchasers at any sale or sales made by the said Trustee under or in pursuance of any or either of any provisions for that purpose herein contained, for his or their purchase money, and that such purchaser or purchasers, his or their heirs, executors, or administrators, shall not, after payment thereof, and having such receipt, be liable to see to its being applied for or upon the purposes and trusts of these presents; or in any manner howsoever be answerable for any loss, misapplication or non-application of such purchase moneys, or any part thereof, or be obliged to inquire into the necessity, expediency,

or authority of or for any such sale.

Article 8. The Railway Company agrees at all times on request to furnish the Trustee a schedule showing with reasonable detail the items of the estate property and franchise conveyed by this mortgage or intended so to be.

The Trustee may in its discretion permit the Railway Company when it shall not be in default in respect of the payment of the principal moneys or interest secured by the said bonds to sell or dispose of any rolling stock, equipment, machinery or materials, or any lands, right of way, or real or leasehold estate theretofore acquired if in the opinion of the Board of Directors of the Railway Company the same shall not be any longer required or useful for or in connection with its said railway or any branch or extension thereof and so that the purchase money shall be received by the Trustee, or the said property so sold or disposed of shall be replaced by other property of any of the said descriptions, but the Trustee shall not be bound to see or inquire whether such property is any longer required for the said purpose or whether such sale is expedient and shall be at liberty to act in respect thereof as if the Railway Company were not in any default until it has notice to the contrary and no purchaser shall be bound to ascertain or inquire as to any facts except the permission of the Trustee.

And the purchase money so received by the Trustee shall be applicable to the purchase of such other property or shall be paid out by the Trustee to the Railway Company upon the purchase of such other property equal in value thereto, and the Trustee in respect of any such payment may rely absolutely upon the statements as to the purchase of such other property and the value thereof contained in a resolution of the Directors of the Railway Company and certified by the President or such other officer thereof as the Trustee shall think proper or upon such statements contained in the certificate of such person as the Trustee shall designate in case the Trustee shall think fit to require such further certificate, and such property so purchased or substituted shall be vested in the Trustee upon the trusts herein declared concerning the property so sold or disposed of and the said purchase money until such application thereof shall remain in the hands of the Trustee upon similar terms to those upon which the Trustee shall for the time being receive money from other customers upon deposit and

subject thereto upon the same trusts as the property from which the same shall have arisen would have been subject to.

Article 9. The Railway Company covenants and agrees to cause this mortgage deed of trust to be recorded and filed both as a mortgage of real estate and of personal property in such manner and in such places as may be required by the laws of any state in which property now or hereafter embraced in this deed may be situated, so as to preserve and protect the security of the bondholders and the rights and remedies of the Trustee. The Railway Company also agrees hereafter from time to time during the existence of this trust and mortgage to make, execute, acknowledge and deliver all such further instruments and conveyances as in the opinion of the legal counsel of the Trustee may be necessary or proper to facilitate the execution of this trust or to further secure said bonds, or further to assure to and to the use of the Trustee the premises hereby granted or intended so to be, and to vest in the Trustee upon the uses and trusts hereof all property and franchises which may hereafter be acquired by the Railway Company, all of which additional instruments and conveyances the Railway Company agrees to keep properly filed and recorded.

All the covenants, stipulations, promises and agreements in this indenture contained by or on behalf of the Railway Company shall bind and be binding upon its successors and assigns whether so expressed or not.

The Railway Company covenants that it will also at any and all times upon the written request of the Trustee furnish to the Trustee upon blanks provided by the Railway Company for the purpose, a statement in writing showing accurately the Railway Company's financial condition, including in such statement especially an exhibition of the Railway Company's earnings and operating expenses, given month by month, for and during a period of at least a year prior to the time of making such statement.

And the Railway Company further covenants that it will maintain, preserve and keep all and singular the trust premises in such repair as the same are now in or may hereafter be put in, reasonable use and wearing thereof and damage by unavoidable casualty only excepted.

And will at all times maintain, preserve and keep all railways, power stations and lines, with the privileges and appurtenances in like repair and in good working order and condition and supplied with all necessary equipments

and from time to time will make from its earnings all needful and proper repairs, renewals, replacements and alterations, and will conduct its business and work its railways without interruption in a reasonably efficient manner. And will use reasonable efforts to obtain from time to time all necessary rights, franchises and privileges, the use of which may be necessary in the conduct of its business as the Railway Company shall be authorized to conduct it.

Article 10. The Trustee or any Trustee hereafter appointed may resign and be discharged of the trusts created by this indenture by filing its resignation in any Court having jurisdiction and publishing notice thereof once a week for three successive weeks in one or more newspapers published in said City of Boston and in said City of Marlborough, both in said Commonwealth of Massachusetts. Such resignation shall take effect upon the appointment of a new Trustee which shall be a Trust Company incorporated by the laws of the Commonwealth of Massachusetts and may be appointed by the said Court upon application of the retiring Trustee or by the holders of a majority in amount of the bonds outstanding, and in such case the Trustee so appointed while it continues as such shall hold and possess and be subject to like rights, powers, estates and duties as though originally Trustee hereunder.

Should any deed, conveyance or instrument in writing from the Railway Company or from any resigning or removed Trustee be required by any new Trustee for more fully and certainly vesting in and confirming to him or it such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall on request be made, executed, acknowledged and delivered by the party from whom it may be required

Article 11. The Trustee is hereby expressly excused and released from the necessity of giving a bond either for the execution of this trust or for any purpose whatsoever.

The Trustee shall not be answerable for the default or misconduct of any agent or attorney appointed by it in pursuance hereof if such agent or attorney be selected with reasonable care or for anything whatever in connection with this trust except wilful or gross negligence. The Trustee shall not be personally liable for damages to persons or property injured or for salary or non-performance of contracts during any period wherein the Trustee shall manage the trust property or premises under the provisions of this

mortgage. The Trustee shall not be under any obligation to take any action towards the execution or enforcement of the trust hereby created which in its opinion shall be likely to involve it in expense or liability unless one or more of the holders of the bonds hereby secured shall as often as required by the Trustee furnish it reasonable indemnity against such expense and liability.

The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trust hereby created. The representations made herein and in the bonds secured hereby are made by the Railway Company and are not made by the Trustee.

Article 12. The term or words "The Trustee", "Said Trustee", or any other equivalent term as used in this Indenture shall be held and construed to mean the Trustee or Trustees for the time being, whether original or successor, and the words "Trustee", "bond," "bondholder" and "holder" shall include the plural as well as the singular number, whether or not so expressed.

Article 13. And if the Railway Company shall well and truly pay the principal of said bonds and every one of them, and all the interest thereon, when the same shall become due and payable according to the meaning of these presents and of said bonds and coupons, and shall well and truly perform and keep each and all other of its covenants, promises, and agreements herein contained, then and thereupon all the estate, right, title and interest in the said Trustee and its successor and successors in trust, shall cease and determine, and this instrument shall be and become absolutely void and of no effect, otherwise this instrument shall remain in full force and effect.

In case any of the bonds or coupons shall not be presented for payment when the principal moneys secured by the said bonds respectively shall be due and payable the Railway Company shall be at liberty if it see fit at any time thereafter to give to the Trustee for the benefit of the holder or holders thereof such security as the Trustee shall think sufficient for the payment of such bonds and coupons respectively.

And from and after the giving of such security the premises hereinbefore expressed to be hereby granted shall be liberated from the trusts herein declared for securing the payment of such bonds and coupons respectively and a release and discharge of this mortgage shall be executed by the Trustee in the same manner as if the said bonds and coupons had been paid. And the certificate of the Treasurer of

the Railway Company or of such other officer thereof as the Trustee shall think proper that certain bonds and coupons in such certificate specified have not been presented for payment shall be sufficient evidence of that fact to authorize the Trustee to act under the power or trust lastly hereinbefore contained.

In Witness Whereof the said Framingham, Southboro and Marlborough Street Railway Company and the said American Loan and Trust Company have hereunto set their respective seals and caused these presents to be signed on their behalf by the President and Secretary of the Railway Company and the President of the said Trust Company the day and year first above written.

The word "Second" stricken out and "Twenty-fifth" written in before execution.

Signed in the presence of

Daniel K. Snow.

J. P.

Framingham, Southborough & Marlborough St. Ry. Co.
(L.S.) by S. Reed Anthony President
Framingham, Southborough & Marlborough St. Ry. Co.
by E. P. Shaw, Jr. - Secretary.

American Loan & Trust Company.
(L.S.) by S. E. Peabody - President.
N. W. Jordan - Actuary.

Commonwealth of Massachusetts.

Suffolk, ss. Boston, Jan. 25, 1899.

On this 25th day of January, A. D. 1899 personally appeared the above named S. Reed Anthony, President, and E. P. Shaw, Jr., Secretary, and acknowledged the foregoing instrument to be the free act and deed of the Framingham, Southboro & Marlborough Street Railway Co.

Before me,

Daniel K. Snow.

Justice of the Peace.

I hereby certify that U.S. Revenue Stamps to the amount of $30.00 were properly affixed to this mortgage.
Attest: Henry A. McMaster, Town Clerk.

$30.00 U.S. I.R. Stamp

Received and recorded January 30, 1899, 5 hr. P. M.

A true copy.

Attest: Henry A. McMaster.

Town Clerk.

Wallace B. Buck and Ella M. Buck
to George Laurence.

Know all men by these presents that we Wallace B. Buck and Ella M. Buck of Southborough County of Worcester and Commonwealth of Massachusetts in consideration of One Hundred and Ten dollars paid by George Laurence of Marlborough County of Middlesex and Commonwealth of Massachusetts the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said George Laurence the following goods and chattels, namely;

One upright Esty piano, one oak chamber suit, one elm chamber suit, 2 plush rockers, one plush divan, eight cane seated chairs, one oak sideboard, one Kitchen stove, one parlor stove, one Eddy ice-chest, five pictures and their frames, one parlor carpet, all the crockery ware, all bed and bedding owned by us and contained in frame dwelling situated on south side of Turnpike in Southborough, Mass.

To have and to hold all and singular the said goods and chattels to the said George Laurence and his executors, administrators, and assigns, to their own use and behoof forever.

And we hereby covenant with the vendee that we are the lawful owners of the said goods and chattels; that they are free from all incumbrances, that we have good right to sell the same as aforesaid; and that we will warrant and defend the same against the lawful claims and demands of all persons

Provided, nevertheless, that if we or our executors, administrators, or assigns shall pay unto the vendee, or his executors, administrators, or assigns the sum of One Hundred and Ten dollars in six months from this date, with interest, as stated in a note of even date signed by us, and until such payment, shall not waste or destroy the said goods and chattels, nor suffer them or or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the vendee, or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof,- then this deed, as also the aforesaid note, shall be void. It is agreed that the mortgagors shall keep the above described property insured against fire in a sum not less than One Hundred and Fifty dollars, for the benefit of the vendee and his

executors, administrators and assigns in such form and at such insurance offices as they shall approve.

But upon any default in the performance or observance of the foregoing condition, the vendee, or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving to the mortgagor or to the person in possession of the property claiming the same written notice of the intention to foreclose the mortgage for breach of the condition thereof, which notice shall be served by leaving a copy with the mortgagors or person in possession of the property claiming the same, or by publishing it at least once a week for three successive weeks in one of the principal newspapers published in the town or city where the mortgage is properly recorded or where the property is situated, or, if there is no such paper, in one of the principal newspapers published in such county. And out of the money arising from such sale, the vendee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to us or our executors, administrators, or assigns.

And it is agreed that the vendee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed we and our executors, administrators and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the vendee or those claiming under him may take immediate possession of said property and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof we the said Wallace B. Buck and Ella M. Buck hereunto set our hands and seals this twenty-ninth day of March in the year one thousand eight hundred and ninety-nine.

Signed and sealed in presence of Patrick Burns

Wallace B. Buck (L.S.)

Ella M. Buck (L.S.)

Received and recorded April 4. 1899. 9 h. 0 m A.M.
& true copy
Attest. Henry A. Marsden
Town Clerk

~~April 3, 1899. 9 hr. A. M. Received and entered in Records of Mortgages of Personal Property in the Clerk's Office of the town of Southborough, libro~~

Henry H. Morse – Julia A. Ward.

Know all men by these presents. that I Henry H. Morse of Marlborough in the County of Middlesex and Commonwealth of Massachusetts in consideration of One hundred dollars. ($100.) paid by Julia A. Ward of said Marlborough. the receipt whereof is hereby acknowledged. do hereby grant. sell. transfer. and deliver unto the said Julia A. Ward. the following goods and chattels namely:

Two hundred cords of maple wood. and situated in the southeast corner of premises known as the Brigham pasture in Southborough in the County of Worcester in said Commonwealth.

To have and to hold all and singular the said goods and chattels to the said Julia A. Ward and her executors. administrators and assigns. to their own use and behof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances. that I have good right to sell the same as aforesaid: and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless. that if I or my executors. administrators. or assigns. shall unto the vendee or her executors. administrators. or assigns the sum of One hundred dollars ($100.) on demand from this date. with interest as stated in a note of even date signed by me. and until such payment shall keep the said goods and chattels insured against fire in a sum not less than One hundred dollars ($100.=) for the benefit of the vendee and her executors. administrators, and assigns. in such form and in such Insurance Companies as they shall approve: shall not waste or destroy the said goods and chattels. nor suffer them or any part.

Discharge on page 235.

thereof to be attached on mesne process, and shall not except with the consent in writing of the vendee or her representatives, attempt to sell or to remove from said premises the same or any part thereof. Then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee, or her executors, administrators, or assigns, may sell the said goods at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale, the vendee, or her representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by her or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to or my executors, administrators, or assigns.

And it is agreed that the vendee or her executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same; but after such default the vendee or those claiming under her, may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which, or which said property, or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Henry H. Morse hereunto set my hand and seal this twenty-fifth day of February in the year one thousand

eight hundred and ninety nine.
Signed and sealed in presence of Edward Lovely } Henry H. Morse L.S.

Received and recorded May 20th 1899. 8 h 5m A.M.

A true copy
attest: Henry A. McMaster.
Town Clerk.

Discharge of Mortgage. above

Know all men by these presents that I Julia A. Ward of Marlborough in the County of Middlesex and Commonwealth of Massachusetts the Mortgagee named in a certain mortgage of personal property given by Henry H. Morse to me. dated. February 25th A.D. 1899. and recorded with records of mortgages of Personal property in Town Clerk's Office in the Town of Southborough in said Commonwealth libro 5 folio 233. do hereby acknowledge that I have received from Henry H. Morse the mortgagor named in said mortgage. full payment and satisfaction of the same; and in consideration thereof I do hereby cancel and discharge said mortgage. and release and quit-claim unto the said Henry H. Morse and his heirs and assigns forever the property thereby conveyed.

In witness whereof I hereunto set my hand and seal this sixteenth day of June A.D. 1899.

Signed and sealed in presence of J. C. Mansfield } Julia A. Ward. L.S.

Received and recorded July 10th 1899. 8 h 30m A.M.

A true copy
attest: Henry A. McMaster.
Town Clerk.

W. A. Gould to Waldo B. Fay.

Know all men by these presents. That I William A. Gould of Southborough in the County of Worcester in consideration of Three Hundred dollars to me paid by Waldo B. Fay of Southborough, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Waldo B. Fay, all claims and demands which I now have and all which, at any time between the date hereof and the first day of July next I may and shall have against the Town of Southborough for all sums of money due and for all sums of money and demand which at any time between the date hereof and the said first day of July next may and shall become due to me, for services as Road Commissioner, use of teams or labor, to have and to hold the same to the said Waldo B. Fay, his executors, administrators and assigns forever.

And I William A. Gould do hereby constitute and appoint the said Waldo B. Fay and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises, in the like manner to all intents and purposes as I could if personally present.

In witness whereof I have set my hand and seal this first day of August 1899.

Signed sealed and delivered in presence of } W. A. Gould L.S.

Received and recorded August 4th 1899. 9h 30m A.M.

A true copy.

Attest: Henry A. McMaster
Town Clerk.

Lawrence Finn - Mary Moran.

Know all men by these presents. that I Lawrence Finn of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Five hundred dollars to me paid by Mary Moran of said Southborough. the whereof is hereby acknowledged. do hereby grant. sell. & transfer and deliver unto the said Mary Moran the following goods and chattels. namely.

One black mare - Nine cows. One farm wagon. one mowing machine. One harrow. one lik cart. one cultivator. one double harness. two single harnesses. one hay cutter. two plows. and all the vehicles and farm tools and implements of all kinds. now on my farm and owned by me in said Southborough.

To have and to hold all and singular the said goods and chattels to the said Mary Moran and her executors. administrators. and assigns. to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances. that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors. administrators. or assigns. shall pay unto the vendee. or her executors. administrators or assigns. the sum of Five hundred dollars in five years from this date. with interest as stated in a note of even date signed by me. and until such payment shall keep the said goods and chattels insured against fire in a sum not less than five hundred dollars for the benefit of the vendee and her executors. administrators. and assigns. in such form and in such Insurance Companies as they shall approve: shall not waste or destroy the said goods and chattels. nor suffer them or any part thereof to be attached by mesne process. and shall not. except with the consent in writing of the vendee or her representatives. attempt to sell or remove from the said County

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of Worcester the same or any part thereof - then this deed, as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee or her executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale, the vendee, or her representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by her or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the vendee, or her executors, administrators, or assigns, or any person or persons in their behalf may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns, may retain possession of the above mortgaged property, and may use and enjoy the same; but after such default, the vendee or those claiming under her may take immediate possession of said property and for that purpose may so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Lawrence Finn, hereunto set my hand and seal this twelfth day of [illegible] in the year one thousand eight hundred and ninety nine.

Signed and sealed in presence of Francis G. Norton } Lawrence Finn L.S.

Received and recorded September 12th 1899, 11 h. A.M.

A true copy, attest. Henry A. McMasters, Town Clerk.

Susan A. Randall – J. Henry Robinson.

Know all men by these presents that I, Susan A. Randall of Southborough, in the County of Worcester and Commonwealth of Massachusetts in consideration of One hundred seventeen and 40/100 dollars paid by J. Henry Robinson of said Southborough the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said J. Henry Robinson the following goods and chattels, namely;

One pair bay horses named Billy and Jerry respectively, one pair double harness – one new buggy harness – one two horse farm wagon – one two horse lift cart – one dumber at wagon – two light express wagons – all of which are kept on the premises where I now live in the northerly part of said Southborough.

To have and to hold all and singular the said goods and chattels to the said J. Henry Robinson and his executors, administrators and assigns to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided, nevertheless that if I, or my executors, administrators, or assigns, shall pay unto the grantee or his executors, administrators, or assigns the sum of One hundred and seventeen and 40/100 dollars, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than One hundred and seventeen and 40/100 dollars for the benefit of the grantee and his executors, administrators, and assigns, in such form and in such insurance companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process.

and shall not except with consent in writing of the grantee or his representatives allow or let sell or to remove from said Southborough the same or any part thereof - then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition the grantee or his executors administrators or assigns may sell the said goods and chattels at public auction first giving ten days notice in writing of the time and place of sale to me or my representatives or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage whether then or thereafter payable including all costs charges and expenses incurred or sustained by him or them in relation to the said property or to discharge any claims or liens of third persons affecting the same rendering the surplus if any to me or my executors administrators or assigns.

And it is agreed that the grantee or his executors administrators or assigns or any person or persons in their behalf may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same but after such default the grantee or those claiming under him may take immediate possession of said property and for that purpose may so far as I can give authority therefor enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof I the said Susan A. Randall have unto set my hand and seal this sixth day of January in the year nineteen hundred.

Signed sealed and delivered in presence of Albert Morey Penny. } Susan A. Randall

Suffolk ss. Jan. 8th 1900 10 h. 15 m. A. M.
Received and recorded
& true copy
Attest: Henry A. Wyman
Asst. Recorder

Southborough, Mass., April 18th, 1906.
I hereby discharge the within mortgage
Witness
D. Henry Robinson
Samuel C. O'Donnell

Stamps. 10¢

Annie G. Delaney.

Commonwealth of Massachusetts.

I, Annie G. Delaney of Southborough, County of Worcester, in said Commonwealth, married woman, hereby certify, that the name of my husband is Joseph P. Delaney, - that I propose to do business on my separate account, that the nature of the business proposed to be done by me, is blacksmith and general repairing and horse shoeing, and that the place where such business is to be done, is in the blacksmiths shop situated on the south side of the "Turnpike" in the village of Fayville in said town of Southborough. Said shop is now owned by Davis H. Brewer.

In witness whereof I hereunto set my hand this nineteenth day of January in the year one thousand nine hundred

Annie G. Delaney.

Received and recorded Jan. 20th 1900 6h. 30m. P.M.
A true copy.
Attest: Henry A. McMaster.
Town Clerk.

Samuel F. Draper and Allan F. Draper – Francis Wright

Know all men by these presents that we, Samuel F. Draper and Allan F. Draper, both of Southborough in the County of Worcester and Commonwealth of Massachusetts, doing business in Marlborough, Massachusetts, under the name of the Marlborough Die Company, in consideration of three hundred (300) dollars paid by Francis Wright of said Southborough, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Francis Wright the following goods and chattels, namely:

Six anvils, two grindstones with frames and arbors, one drill lathe, one emery grinder, one Gallagher buzzer, one common buzzer, six vises, a lot of tongs and hammers, four forges, one blower, a quantity of piping, all in the die manufacturing shop in the rear of Wood & Willard's machine shop on Lincoln street in said Marlborough, together with all the stock and materials in said die shop.

Also hereby granting all the machines, machinery, tools, implements, stock and materials hereafter purchased by the vendors and added to the equipment of said die shop.

And the vendors hereby agree, at their own proper expense, to execute and deliver to the vendee or his assigns new mortgages conveying any and all goods and chattels hereafter purchased and added to the equipment of said die shop as aforesaid, whenever the vendee or his assigns shall demand the same as additional security for the loan hereby secured.

To have and to hold all and singular the said goods and chattels to the said Francis Wright and his executors, administrators and assigns, to their own use and behoof forever.

And we hereby covenant with the vendee that we are the lawful owner of the said goods and chattels; that they are free from all incumbrances; that we have good right to sell the same as aforesaid; and that we will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if we, or our executors, administrators or assigns shall pay unto the vendee, or his executors, administrators, or assigns the sum of three hundred (300) dollars on demand from this date, with interest as stated in one note of even date, signed by us, and until such payment shall keep the said goods and chattels insured against fire in a sum

Having received full satisfaction for the debt secured by the within mortgage, I do hereby discharge and cancel the same and release the property within described to the within mortgagors Samuel F. Draper and Allan F. Draper, their heirs and assigns forever. In witness our hands and seals this 13th day of April A.D. 1901. In the presence of [illegible]

Samuel F. Draper
Allan F. Draper

Commonwealth of Massachusetts
Worcester, ss. April 19, A.D. 1901.
Then subscribed Allan F. Draper and Samuel F. Draper acknowledged the foregoing instrument to be their free act and deed before me
[illegible]
Notary Public

Received for record April 19, A.D. 1901 at 3 h. 30 m. P.M.
Attest: Francis Wright
Chas. N. Fay, Town Clerk

not less than the vendee's interest therein for the benefit of the vendee, and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process; and shall not, except with the consent in writing of the vendee, or his representatives, attempt to sell or to remove from said die shops the same or any part thereof except the stock and materials in usual course of business;- then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, or of said vendor's foregoing agreement in relation to new mortgages, the vendee, or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving five days notice in writing of the time and place of sale to us or our representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Marlborough. And out of the money arising from such sale the vendee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to us or our executors, administrators, or assigns.

And it is agreed that the vendee, or his executors administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed we and our executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same; but after such default, the vendee or those claiming under him may take immediate possession of said property and for that purpose may, so far as we can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom

In witness whereof we the said Samuel F Draper and Allan N. Draper hereunto set our hands and seals this twenty second day of March in the year one thousand nine hundred.

signed and sealed in presence of
James W Mc Donald,
Effie G. Rice, to a.N.D.

Marlboro Die Co,
Samuel F. Draper, (LS)
Allan N. Draper, (LS)

Received and recorded March 27, 1900 at 2.30, P.M.
A true copy
Attest: Chas. L. Fairbanks
Town Clerk

Edward Chase — Horace Chase.

Know all men by these presents, that I, Edward Chase, of Southborough, in the County of Worcester, in consideration of one dollar, and other good consideration to me paid by Horace Chase, of Northborough, in said County, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Horace Chase, all claims and demands which I now have, and all which, at any time between the date hereof and the first day of September, next, I may and shall have against the town of Southborough, for all sums of money due, and for all sums of money and demand which, at any time between the date hereof and the said first day of September next may and shall become due to me for services as a laborer on the street department in said Southborough, to have and to hold the same to the said Horace Chase, his executors, administrators, and assigns forever.

And I, Edward Chase, do hereby constitute and appoint the said Horace Chase, and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes, as I could if personally present

In witness whereof, I here set my hand and seal this ninth day of April, a.D. 1900.

Signed Sealed and delivered in presence of
J.J. Shaughnessy

Edward Chase, (L.S.)

Received and Recorded April 10, 1900 at 5.h 50 m P.M.

A true copy. Attest: Chas. L. Fairbanks,
Town Clerk

W. A. Gould - C. L. Johnson.

Southboro, May 3d 1900

To Town of Southboro,
W. B. Fay, Treasurer,

Please pay to C. L. Johnson $101.98 One Hundred and one Dollars and ninety-eight cents, and charge the same to my account

W. A. Gould

A true copy.
Attest:- C. L. Fairbanks

Peter Cordeau - Napoleon Cordeau.

Know all men by these presents that I, Peter Cordeau, of Southborough in the County of Worcester, and Commonwealth of Massachusetts, in consideration of Two Hundred Dollars paid by Napoleon Cordeau of said Southborough, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Napoleon Cordeau, the following goods and chattels, viz:

One chestnut colored mare, called Baby, — One canopy top two-seated wagon, — one piano box buggy, one two seated Democrat, — two harnesses, and all the robes and blankets in my possession, said property being kept on the premises where I now live near the Framingham road in said Southborough.

To have and to hold all and singular the said goods and chattels to the said Napoleon Cordeau and his executors, administrators and assigns to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods, and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns, shall pay unto

the grantee, or his executors administrators, or assigns the sum of Two Hundred dollars on demand from this date, with interest as stated in a note of even date, signed by me, and until such payment shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee, or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof;- then this deed, as also the aforesaid note, shall be void

But upon any default in the performance or observance of the foregoing condition, the grantee or his executors, administrators, or assigns, may sell the said goods and chattels at public auction first giving ten days notice in writing of the time and place of sale to me, or my representatives, or publishing such a notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the grantee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me, or my executors, administrators, or assigns

And it is agreed that the grantee, or his executors administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property, or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Peter Corcoran hereunto set my hand and seal This eighteenth day of June in the year one Thousand nine hundred

Signed Sealed and delivered in the Presence of
Frank P O'Donnell

Peter Corcoran (L.S.)

Received and recorded June 19. at 9.00 a.m.

A true copy
Attest: Chas. L. Fairbanks,
Town Clerk

S. J. Randall, et al. Henry A. Gilmore, et al.

Know all men by these presents that we S. J. Randall and S. Augusta Randall, of Southborough, in the County of Worcester, and Commonwealth of Massachusetts in consideration of One Thousand Dollars, paid by Henry A. Gilmore and Hervey A. Gilmore, both of Westborough in said County, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Henry A. Gilmore and Hervey A. Gilmore the following goods and chattels, namely:-

Twelve cows, two brown horses named Billy and Jerry respectively, one Buckeye mowing machine, one Buckeye horse rake, one spring tooth harrow, one democrat wagon, one two-horse farm wagon, one two-horse tip cart two light express milk wagons, one double runner traverse runner sleigh, all the horse blankets and all the harnesses, together with each and every other article of personal property on the farm where I now live on the Framingham road, so called, in said Southborough and known as the Andrew W. Fitzgerald Farm, together with all the stock and implements bought to replace those sold by me or otherwise disposed of in the regular routine of business, together with all the hay kept in the barn on said premises, I to have the privilege to use said hay to my cattle and other stock on said farm.

To have and to hold all and singular the said goods and chattels to the said Henry A. Gilmore and Hervey A. Gilmore and their executors administrators and assigns to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances except a mortgage on said horses to Dr Robinson of said Southborough; that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons except as aforesaid

Provided nevertheless that if I or my executors, administrators or assigns shall pay unto the grantees or their executors, administrators or assigns the sum of One Thousand Dollars on demand from this date, with interest

as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than one thousand dollars for the benefit of the grantees and their executors administrators and assigns in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantees or their representatives, attempt to sell or to remove from said Southborough the same or any part thereof;- then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantees or their executors, administrators or assigns may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me, or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough; And out of the money arising from such sale the grantees, or their representatives, shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by them in relation to said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the grantees, or their executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantees, or those claiming under them may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor

enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom

In witness whereof we, the said S A J Randall and S Augusta Randall hereunto set my hand and seal This twenty seventh day of December in the year one thousand nine hundred

Signed Sealed and delivered in the presence of: F J Mahoney, J.S.

S. A. Randall (L.S.)
Mrs S. A. Randall

Received and recorded Dec 27, 1900
3 hr 25 min P M.
A true copy
Attest
Chas. L. Fairbanks
Town Clerk.

Discharge, Henry A Gilmore et al. to S A Randall et al.

Know all men by these presents that we Henry A Gilmore and Henry A Gilmore, the mortgagees named in a certain mortgage of personal property given by S. Augusta Randall and Stephen A Randall to us dated December 27th A.D. 1900 and recorded in the records of the Town of Southborough with the records of mortgages of personal property, Book 5, page 250, do hereby acknowledge that we have received from the mortgagors named in said mortgage, full payment and satisfaction of the debt secured thereby; and in consideration thereof we do hereby cancel and discharge said mortgage and release and quitclaim unto the said S Augusta Randall and Stephen A Randall the personal property thereby conveyed

In witness whereof we hereunto set our hands and seals this eighteenth day of April A.D. 1901.

Signed and sealed in the presence of J J Shaughnessy.

Henry A Gilmore (L.S.)
Henry A Gilmore (L.S.)

Received and recorded April 20, 1901
at 8.30 A.M.

A true copy. Attest:
Chas. L. Fairbanks, Town Clerk.

S. A. Randall et al. - Daniel F. O'Connell

Know all men by these presents That we, S. Augusta Randall of Southborough in the County of Worcester and Commonwealth of Massachusetts, and Stephen A. Randall her husband in consideration of Five Hundred dollars paid by Daniel F. O'Connell of Marlborough in the County of Middlesex and said Commonwealth, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Daniel F O'Connell the following goods and chattels, namely:

One pair dark chestnut horses, aged eight and ten respectively, named Billy and Jerry, 2 Holstein cows one brindle cow, one red colord cow one steel colord cow, one two-horse wagon, two one-horse wagons, one concord wagon, one one-horse tip-carp, one tip-cart harness, one set double harness, one two horse tip cart and harness, one two horse cart, one Buckeye mower, one horse rake, six plows, one wheel spring tooth harrow, one A harrow, all the small farming tools and implements, one Farmer jung, one two-horse sled, one buggy harness, one seed sower, one spring tooth cultivator, one cultivator, one corn planter, and any horses or cows bought by me to replace those mentioned above or to be added thereto, together with each and every article of personal property on the farm where I now reside in the northerly part of said Southborough, and known as the "Fitzgerald Farm", and all the household furniture in the house where I live on said premises,

To have and to hold all and singular the said goods and chattels to the said Daniel F O'Connell and his executors, administrators and assigns to their use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owners of the said goods and chattels, that they are free from all incumbrances, that we have good right to sell the same as aforesaid; and that we will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if we or our executors, administrators, or assigns, shall pay unto the grantee

or his executors, administrators, or assigns, the sum of five hundred dollars on demand from this date, with interest as stated in a note of even date signed by us, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than five hundred dollars for the benefit of the grantee and his executors, administrators and assigns, in such form and in such Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not except with the consent in writing of the grantee or his representatives attempt to sell or to remove from said Southborough the same or any part thereof;- Then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators, or assigns may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to us, or our representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the grantee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to us or our executors, administrators, or assigns.

And it is agreed that the grantee or his executors, administrators, or assigns or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed, we and our executors, administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far

Received of S Augusta Randall and Stephen A Randall settlement in full of the within mentioned note, and this mortgage is hereby discharged
Southborough, September 16, 1903
A true copy Attest: Daniel F. O'Connell.
Com. of Insurance

as we can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof we the said S Augusta Randall and Stephen A Randall hereunto set our hands and seals this eighteenth day of April in the year one thousand nine hundred and one

Signed, sealed and delivered in presence of Frank P O'Donnell } S. Augusta Randall (S)
Stephen A Randall (S)

Received and recorded April 20, 8 h. 30 m. A.M.
A true copy, attest:
Chas. L. Fairbanks
Town Clerk

S A Randall - to - Geo. W Baker

Know all men by these presents that I S. Augusta Randall and Stephen Randall both of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of six hundred dollars paid by George W. Baker of said Southborough, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said George W. Baker the following goods and chattels, namely:

One pair dark chestnut horses, ten cows, described as follows:- two steel colored cows, 1 three colored cow, three Holstein, two black, 1 red, 1 brindle cows, One 2-horse wagon, 2-1 horse wagon, 1 Concord wagon, 1 horse tip-cart and harness 1-2 horse cart, one Buckeye Mower, one horse rake, six plows, 1 spring tooth harrow, 1 A Harrow all small farming tools, together with each and every other article of personal property on said farm occupied by me in the northerly part of Southborough, Mass., known as the Fitzgerald Farm, together with all the household furniture in the house where we live on said farm.

To have and to hold all and singular the said goods and chattels to the said George W. Baker and his executors administrators and assigns to their use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owner of the said goods and chattels; that they are free from all incumbrances, except a prior mortgage to Daniel F. O'Connell of Marlborough, Mass., for five hundred dollars, that we have good right to sell the same as aforesaid; and that we will warrant and defend the same against the lawful claims and demands of all persons, except as aforesaid.

Provided nevertheless that if we or our executors, administrators or assigns shall pay unto the grantee, or his executors, administrators or assigns the sum of six hundred dollars on demand from this date, with interest as stated in a note of even date signed by us, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than six hundred dollars for the benefit of the grantee and his executors, administrators and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee, or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof; - then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to us, or our representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to us or our executors, administrators or assigns.

And it is agreed that the grantee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforsaid; and that until default in the performance or observance of the condition of this deed we and our executors administrators, and assigns, may retain possession of the above mortgaged property, and may use and enjoy the same, but after such default, the grantee, or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof we the said S. Augusta Randall and Stephen A Randall hereunto set our hands and seals this twentieth day of April in the year one thousand nine hundred and one.

Signed, sealed and delivered in the presence of Frank P. O'Donnell } S Augusta Randall
Stephen A Randall

Received and recorded April 20th 1901 at 2 h. 50 m. P. M.

A true copy
Attest Chas. L. Fairbanks
Town Clerk

George N Gilmore - Leander W. Newton

Know all men by these presents that I George N. Gilmore of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of twelve hundred dollars to me paid by Leander W. Newton of said Southborough, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to the said Leander W. Newton the following personal property, viz:

One red mare, called "Dolly"; one red horse called "Ned", one brown cow called Brownie, one no-horn cow, one brown cow called Jack, one Jersey cow "no name"; one Guernsey cow, no name, one black and white cow, no name, one brown cow called Texas, one Ayrshire cow, no name, one black and white Holstein cow, no name, one black and white cow called "Bailey", one black and white cow called "Nate", four yearling calves, one black cow called "Gerty", one red cow called "Yellow Belly" one black and white cow called "Big Frat", one black Bull, one Gasolene Engine, manufactured by Ohio, and numbered and marked 735, together with the cider-press, shafting and all other machinery used for the making of cider, now in the building this day conveyed to said Newton by me, one heavy express harness, one light harness, one set double harness, one two-horse wagon, one tip-cart, one one-horse hay wagon, one top-buggy, one sleigh, one horse rake, one hay-tedder, one McCormick mowing machine, one horse hoe, one black fur robe, two horse blankets, one two-horse plow, one disc harrow, one grindstone, twenty-four barrels and casks of vinegar stock, four tons of hay, four tons of corn-stalks, and all other tools and farming implements now on the premises, this day conveyed by me to the said Newton by warranty deed to be recorded in the Worcester District Registry of Deeds.

The above described property is warranted free from incumbrances except a mortgage held by Elmer L. Mitchell, recorded in the Town Clerks Office in said Southborough, which mortgage said Newton assumes and promises to pay

Witness my hand and seal this eleventh day of April in the year of our Lord one thousand nine hundred and one

Witness:
Francis D. Newton.

George N. Gilmore (L.S.)

Received and recorded April 22, 1901 at 3 h. 15 m. P.M.
Chas. L. Fairbanks Town Clerk.

14 + 9 int Rev

A true copy. Attest Chas. L. Fairbanks, Town Clerk.

Victor St Jaques - Laura A St Jaques

Know all men by these presents, that I, Victor St Jacques, of Southborough, in the County of Worcester, in consideration of two hundred dollars to me paid by Laura A St. Jacques of Marlborough, County of Middlesex, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Laura A. St Jacques, all claims and demands which I now have, and all which, at any time between the date hereof and the fifteenth day of November next, I may and shall have against the Deerfoot Farm Company of Southborough, for all sums of money due, and for all sums of money and demand which, at any time between the date hereof and the said fifteenth day of November next, may and shall become due to me, for services as laborer, to have and to hold the same to the said Laura A. St Jacques her executors, administrators, and assigns forever.

And I, Victor St. Jacques, do hereby constitute and appoint the said Laura A St Jacques, and her assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters, and things touching the premises, in the like manner, to all intents and purposes, as I could if personally present

In witness whereof I have set my hand and seal this seventh day of June, 1901

Signed sealed and delivered in presence of
Francis D. Newton

Victor St Jacques L.S.

2c Int. Rev. Stamp

Received and recorded June 7th 1901
at 3. o'clock P.M.

A true copy, attest.

Chas. L. Fairbanks, Town Clerk.

S. A. Randall - A. W. Fitzgerald

Know all men by these presents, That we, S. Augusta Randall and Stephen A. J. Randall, both of Southborough, in the County of Worcester and Commonwealth of Massachusetts, in consideration of Three Hundred dollars paid by Andrew W. Fitzgerald of Marlborough, in the County of Middlesex and said Commonwealth, the receipt whereof is hereby acknowledged do hereby grant, sell, transfer, and deliver unto the said Andrew W. Fitzgerald the following goods and chattels, namely:

All the crops growing on a farm where we live, and owned by said Fitzgerald in Southborough, Mass., consisting of grass and hay, potatoes, Onions, Corn, Beans Cabbages, and all the vegetables growing on said farm together with all the fruit growing on the trees on said farm; meaning hereby to include all the crops and fruit raised and to be raised on said farm during the season of 1901.

To have and to hold all and singular the said goods and chattels to the said Andrew W. Fitzgerald and his executors, administrators and assigns to their use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owner of the said goods and chattels; that they are free from all incumbrances, that we have good right to sell same as aforesaid; and that we will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if we or our executors, administrators or assigns shall pay unto the grantee or his executors, administrators, or assigns the sum of Three Hundred dollars on demand from this date, with interest as stated in a note of even date signed by us, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than — dollars for the benefit of the grantee and — executors administrators and assigns in such firm and in such (Insurance) Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process,

and shall not except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof except in the regular course of trade,— then this deed, as also the aforesaid note shall be void

But upon any default in the performance or observance of the foregoing condition the grantee or his executors, administrators or assigns, may sell the said goods and chattels at public auction first giving ten days notice in writing of the time and place of sale to us or our representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough; And out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to us, or our executors administrators, or assigns.

And it is agreed that the grantee or his executors, administrators or assigns or any person or persons in their behalf may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed we or our executors, administrators and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom

In witness whereof we the said S. Augusta Randall and Stephen A J Randall hereunto set our hands and seals this twelfth day of June in the one thousand nine hundred and one

Signed sealed and delivered in the presence of
Geo. W. Baker
Mrs Geo W. Baker

S Augusta Randall (L.S.)
Stephen A J Randall (L.S.)

Received and recorded June 13. 1901 at 7 30, A.M.
A true copy. Attest Chas. L. Parkhurst Town Clerk

Albion P. Reynolds - Bert E. Kemp.

Know all men by these presents, That I, Albion P. Reynolds of Southborough in the County of Worcester, in consideration of one dollar and other valuable considerations to me paid by Bert E. Kemp of said Southborough the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Bert E Kemp all claims and demands which I now have and all which at any time between the date hereof and the first day of October next I may and shall have against St. Marks School for all sums of money due and for all sums of money and demand which at any time between the date hereof and the said first day of October, next may and shall become due to me, for services as employee of said St Marks School, to have and to hold the same to the said Bert E Kemp, his executors, administrators and assigns, forever

And I Albion P Reynolds, do hereby constitute and appoint the said Bert E Kemp and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts matters and things touching the premises and in the like manner to all intents and purposes, as I could if personally present

In witness whereof I have set my hand and seal this twenty-eighth day of June 1901

Albion P. Reynolds (Es)

Received and recorded
July 1st 1901 at 8 o'clock A M
A true copy
Attest: Chas L. Berlands
Town Clerk

Marlborough & Westborough St. Ry Co
American Loan & Trust Co.

This Indenture, made this 25th day of July, 1901, between the Marlborough and Westborough Street Railway Company, party of the first part, (hereinafter called the Railway Company), a Massachusetts corporation having its principal office and place of business in Westborough in the County of Worcester and Commonwealth of Massachusetts, and the American Loan and Trust Company, party of the second part, (hereinafter called the Trustee), Witnesseth That

Whereas an indenture between the same parties, bearing at the beginning thereof the date "First day of July in the year 1901," and signed and acknowledged on the part of the Railway Company July 25, 1901, to which indenture of this one is supplementary, has been signed and delivered by the Railway Company to the Trustee, for the purpose of conveying to it all the property and franchises of the Railway Company, to be held in trust to secure payments of the bonds issued or to be issued by the Railway Company, as provided in said indenture of July 1, 1901, (which is hereinafter called the "original indenture");

And Whereas it is the intent and desire of the Railway Company to make a part of the security given by it for said bonds a mortgage upon all its personal property good and valid against all the world as well as between the mortgagor and mortgagee;

And Whereas, at a meeting of the Directors of the Railway Company, duly held on the seventeenth day of July, 1901, the following vote was unanimously passed:

"Whereas the mortgage or trust
deed that is to be executed
"to secure the first mortgage
"bonds of this Company to
"an aggregate amount not
"exceeding 20,000 is intended

"to be made a valid and binding
"mortgage upon all of the Company's
"property and estate, both real and
"personal;"

"And Whereas, by reason of the fact that
"the date written in the instrument is
"July 1st, the same cannot be recorded
"within the fifteen days provided by
"law for the recording of mortgages
"on personal property;"

"Now Then, it is hereby Voted that the
"President and Clerk of the Company,
"pursuant to the covenant for further
"assurance contained in said
"mortgage, at once execute and
"deliver to the Trustee therein named
"a supplemental instrument, and
"record the same, to the end that
"all bonds issued and to be issued
"under said mortgage may be
"secured by a valid and binding
"mortgage upon all the personal
"property of the company, as well
"as upon its real estate."

Now Then, in consideration of the premises and of the indebtedness existing and to exist in the form of bonds issued and to be issued under said original indenture, the Railway Company does hereby sell, assign and transfer unto said American Loan and Trust Company all and singular the personal property of the Railway Company, of every kind and description, and wherever situated, whether in said towns of Marlborough and Westborough or elsewhere.

To Have and To Hold the same unto said American Loan and Trust Company, its successors and assigns forever, to its and their own use, but In Trust, Nevertheless, for the purposes, upon the terms, and subject to the provisions

and agreements contained in the original indenture.

A duplicate of said original indenture is hereto annexed and made a part hereof.

The recitals herein are made by the Railway Company alone.

In Witness Whereof, the said Marlborough and Westborough Street Railway Company has caused these presents to be signed in its behalf by William N. Davenport, its President, and its corporate seal to be hereto affixed by A. M. Bridgman, its Clerk; and the said American Loan and Trust Company has caused these presents to be signed by N. W. Jordan its President and sealed with its corporate seal, attested by its Secretary, the day and year first above written.

Marlborough and Westborough Street Railway Company.

By Wm N. Davenport President

Attest: A. M. Bridgman Clerk.

American Loan and Trust Company.

By N. W. Jordan President

Attest: [illegible] Secretary.

This Indenture, dated this first day of July in the year 1901, between the Marlborough and Westborough Street Railway Company, a corporation created, organized and existing under the laws of the Commonwealth of Massachusetts, party of the first part, hereinafter denominated the Railway Company, and the American Loan and Trust Company, a corporation created, organized and existing under the laws of said Commonwealth, as Trustee, party of the second part, hereinafter denominated the Trustee, Witnesseth that:-

Whereas the Railway Company has been granted a special charter by Chapter 430 of the Acts of the year 1896, approved May 25, 1896, and has acquired the franchises and property of the Westborough and Worcester Street Railway Company with the consent of the Railroad Commissioners under an order dated April 15, 1901.

And Whereas the amount of paid up capital stock of the Railway Company was, at the time of the passing of the votes hereinafter quoted, and still is, $160,000, all of which then was, and still is, issued and outstanding.

And Whereas, at a special meeting of the stockholders of the Railway Company duly called and warned for the purpose and held on the eleventh day of May, 1901, votes of which the following are copies were passed by vote of a majority in interest of its stockholders (there being present or duly represented at said meeting stockholders of record holding more than two-thirds of the entire capital stock of the Company, and all voting in the affirmative) viz:-

Voted: That for the purpose of providing means for construction and equipment, and for funding the floating debt of this Company that has been incurred for construction and for the purchase of such real and personal estate as has been necessary and convenient for the operation of the Company's road, or for any other legal purpose, including especially the purchase of

such additional real and personal estate as may be necessary or convenient for the operation of the railway, the President and Clerk of this Company be and they are authorized and directed to make and issue the negotiable coupon bonds of the Company (with provision for registration if desired), in such aggregate principal sum as the Board of Railroad Commissioners shall approve, not exceeding one hundred and sixty thousand dollars ($160,000) payable twenty years from their date, in gold coin of the United States of the present standard of weight and fineness, with interest at the rate of five per centum per annum, payable in like gold coin semi-annually. (The bonds may be drawn so as to be redeemable, at the Company's option, at or after the expiration of five years from their date, and before maturity, at a premium of five per cent.) And in order to secure the principal and interest of the said bonds, the President and Clerk are further authorized and directed to convey by deed of mortgage to the American Loan and Trust Company (incorporated under the laws of Massachusetts) as Trustee for the holders for the time being of the said bonds, all the property, real and personal, railways, franchises, rights, titles, interests, easements and privileges now belonging to or hereafter to be acquired by this Company. (And the President and Clerk are hereby authorized to determine the form, provisions and terms of the said mortgage and of the said bonds, and the execution of such mortgage and bonds by the President and Clerk shall be deemed a sufficient determination of the form, provisions and terms thereof for every purpose. Such mortgage may be made to contain provisions for the release of property therefrom. (And the President and Clerk are authorized to execute, acknowledge and deliver the said bonds and mortgage. (And the President and Clerk of this Company, for the time being, and each of them, are hereby authorized to execute, acknowledge and deliver other deeds and assurances for the further and more perfectly assuring to and to the use of the Trustee, its successors and assigns, any or all of the premises conveyed by such mortgage or intended so to be, and for effectually vesting in the Trustee, its successors and assigns,

all property, rights and franchises hereafter to be acquired by be vested in this Company in accordance with any of the provisions of the aforesaid mortgage, and to do all other things that may be necessary to perform the covenants and agreements on the part of this Company in such bonds and mortgage contained. And the President and Treasurer are hereby authorized and directed to use the said bonds, or the proceeds thereof, for such purposes as shall be approved by the Board of Railroad Commissioners; and the President is hereby authorized and directed to petition the said Board for its approval of the said issue.

Voted: That Adams Franklin Brown be appointed by this Company to approve the said bonds, and to certify on each bond that the same is properly issued and recorded.

And Whereas at a special meeting of the stockholders of the Railway Company duly called and warned for the purpose and held on the eighteenth day of June, 1901, a vote of which the following is a copy was passed by vote of a majority in interest of its stockholders (there being present or duly represented at said meeting stockholders of record holding more than two-thirds of the entire capital stock of the Company, and all voting in the affirmative) viz:—

Voted: That a mortgage or an indenture of trust be drawn, executed and recorded as a mortgage adapted to secure a possible aggregate of two hundred thousand dollars ($200,000) of mortgage bonds, all equally secured, so that if the Company shall hereafter issue bonds in excess of the amount of the original $160,000 or whatever the amount of the original issue may be voted at the meeting held May 11, 1901, the additional bonds to the extent of the difference between the amount of the original issue and said limit of $200,000 par value may be issued under said mortgage or indenture of trust and stand equally secured with those embraced in said original issue, and no bond issued under

said mortgage or indenture of trust, at whatever time certified or negotiated, shall have any preference or priority, as regards security, over another by reason of priority in issue, or for any cause whatsoever. All of such additional bonds shall be of the same date and tenor as those embraced in the original issue, shall be payable within the same period of twenty years and shall be issued only on authority therefor hereafter voted by the stockholders of the Company and approved by the Board of Railroad Commissioners conformably to law.

And Whereas the Board of Railroad Commissioners of said Commonwealth have by an order dated July 8, 1901, approved of the issue by the Railway Company of mortgage bonds to an amount not exceeding at par value one hundred and sixty thousand dollars ($160,000), for the purpose of paying and funding floating indebtedness of the Railway Company incurred in the necessary cost of construction and equipment of its railway and the purchase of real and personal property requisite for the operation thereof; and a certificate setting forth the vote of approval has been filed in the office of the Secretary of said Commonwealth as provided by law;

And Whereas the Directors of the Railway Company have by vote approved this indenture in substance as now printed, and have authorized the execution and delivery hereof to the party of the second part, the same, as also the bonds thereunder, to be dated July 1, 1901, though in fact executed at a later date; and have by vote also approved the execution and issue of said $160,000 of bonds;

And Whereas all conditions necessary to authorize the issue, at the present time, of mortgage bonds of the kind and description herein contemplated, to the aggregate principal amount of one hundred and sixty thousand dollars ($160,000), and to authorize the execution, delivery and recording of these presents, have been complied with;

And Whereas each of the bonds to be issued under the foregoing vote (whether embraced in the original or in any lot of bonds hereafter issued under this indenture) is in form and substance as follows, subject only to necessary variation as to distinguishing numbers, to wit:—

United States of America,
Commonwealth of Massachusetts.
Five Per Cent. Twenty-Year Gold Mortgage Bond

No. of the $1,000

Marlborough and Westborough Street Railway Company.

Issue limited to $200,000.

For Value Received, The Marlborough and Westborough Street Railway Company, a corporation duly organized under the laws of the Commonwealth of Massachusetts, and established in the county of Worcester in said Commonwealth, promises to pay the American Loan and Trust Company, of Boston, Massachusetts, Trustee, or bearer, (or if this bond should be registered, then the registered holder), the sum of One Thousand Dollars, in gold coin of the United States of America, of the present standard of weight and fineness, in twenty years from the date hereof, to wit: on the first day of July, A.D. 1921, and also to pay interest on said sum, in like gold coin, at the rate of five per centum per annum, semi-annually, on the first days of January and July of each year, to the bearer of the respective coupons hereto annexed upon presentation and surrender thereof as they severally fall due, or, in case of registration, according to the provisions indorsed hereon, both principal and interest to be paid at the office of said Trust Company in Boston aforesaid.

This Bond is one of a series of bonds of like date, tenor and effect, numbered from 1 to 206 inclusive, amounting in the aggregate to two

hundred thousand dollars ($200,000), all issued ~~under~~ or to be issued under and equally secured by a mortgage or indenture of trust bearing even date herewith, made by said Marlborough and Westborough Street Railway Company, conveying its properties and franchises to said American Loan and Trust Company, as Trustee, to which mortgage reference is hereby made for a description of the mortgaged premises, and of the rights and remedies of the holders of said bonds in regard to the mortgage security.

This Bond may be called and retired at any time after the expiration of five years from this date and before maturity, at the option of the Marlborough and Westborough Street Railway Company, by payment, in gold coin as aforesaid, of the face of the Bond and five per cent premium thereon, and accrued interest; due notice of the call having first been given by publication, as required by the terms of said mortgage.

This Bond shall not be valid until certified by the Trustee and approved by the person appointed by the Marlborough and Westborough Street Railway Company for that purpose.

In Witness Whereof, said Marlborough and Westborough Street Railway Company has caused these presents to be signed by its President, and sealed with its corporate seal, attested by its Clerk, and has hereunto attached interest coupons with the name of its Treasurer engraved thereon, the first day of July, A. D. 1901.

Marlborough and Westborough Street Railway Company.

By ..... President.

Attest:

..... Clerk.

$25.00 (Coupon.) $25.00

The Marlborough and Westborough Street Railway Company will pay to bearer Twenty-Five Dollars, in gold coin of the United States of America, at the American Loan and Trust Company, Boston, Mass., ..., 1, 19 , being six months' interest then due on Bond No. , dated July 1, 1901, unless previously redeemed as provided therein.

..... Treasurer.

Note. – The words "unless previously redeemed as provided therein" do not appear on the first ten coupons.

(Trustee's Certificate.)

The American Loan and Trust Company, Trustee named in the within Bond and in the Indenture of Trust therein referred to, certifies that this Bond is one of the series of two hundred bonds specified therein.

American Loan and Trust Company,
Trustee,

By

Vice-President.

The undersigned, appointed by the corporation for that purpose, hereby approves the within Bond, and certifies that it is properly issued and has been duly recorded by the Treasurer.

(Registration.)

This Bond may be registered in the holder's name on the books of the Marlborough and Westborough Street Railway Company, kept at the office of the American Loan and Trust Company, Boston, Mass., and such registry shall be noted on the Bond, after which no transfer shall be effectual unless it is made on the said books and noted on the Bond; but the same may be discharged from registry by being so transferred to bearer, after which it shall be transferable by delivery, but may be again and from time to time registered as before. The coupons shall be payable to the bearer thereof, notwithstanding the registry of the bonds, unless the coupons shall be surrendered, in which case the interest shall be payable to the registered holder.

Date of Registry.	Name and Address of Registered Owner.	Transfer Agent.

Now, Therefore, this Indenture witnesseth that, for the purpose of securing due and prompt payment of the principal of said bonds, and the interest thereon, according to their tenor and effect,

and in consideration of one dollar to the Railway Company in hand paid by the Trustee, the receipt whereof is hereby acknowledged, the Railway Company doth hereby grant, bargain, sell, assign, transfer and convey, mortgage and hypothecate unto the said American Loan and Trust Company, the following property, to wit:—

I. All and singular the railways and equipments now owned by the Railway Company (including its power house, steam plant, electrical machinery and lines), together with all property, rights, privileges and franchises of every kind and nature to it belonging, including all land and buildings to the Railway Company belonging.

The foregoing general description of property conveyed (all of which is situated in Worcester and Middlesex Counties, Massachusetts) includes, in addition to the railway constructed under the charters of, and on locations granted to, the Railway Company, all the railways, railway property and lines, rolling stock and equipments, rights of way, locations, licenses, privileges and franchises lately owned by the Westborough and Worcester Street Railway Company.

The lines of railway hereby conveyed form together a fully constructed and operating single track railway (with sidings and turnouts, and [illegible] overhead electric line supplying power by the single trolley system) extending as a continuous railway from a point on the southerly line of Main Street at its junction with Florence Street in the city of Marlborough in the county of Middlesex and Commonwealth of Massachusetts, thence over said Florence Street to its southern terminus, thence across Lapfield Street, thence over private land to South Street at a point near the stone quarry, thence across said South Street, thence over land taken by said city for drainage purposes, thence over private land to Brigham Street, thence over said Brigham Street to the highway leading to Westborough, thence over said Westborough highway to the boundary line between said city of Marlborough and the town of Southborough in the county of Worcester, thence over said Westborough highway, through said Southborough to the boundary line between

said town of Southborough and the town of Westborough in the county of Worcester, thence over East Main Street to a point near monument No. 80, thence over private land to Haskell Street, thence over said Haskell Street to a point near the State Highway, thence over private land to said State Highway, thence over said State Highway to Lyman Street, thence over said Lyman Street to East Main Street, thence over said East Main Street to its junction with Summer Street, thence over West Main Street to Course Street, thence over said Course Street to the boundary line between said town of Westborough and the town of Grafton in the county of Worcester, thence over the highway called Westborough Street also called Waterville Street to its junction with the highway also called Westborough Street leading to the Boston & Albany Railroad Station in North Grafton, thence over said last named highway to Shrewsbury Street, thence over said Shrewsbury Street to its junction with Oak Street, connecting over said Oak Street with the tracks of the Worcester Consolidated Street Railway Company.

The real estate now possessed by the mortgagor and embraced in this mortgage or trust deed consists of the following, to wit:—

1. An electric power station, equipped and in operation, together with the lot of land on which said station stands, said lot being described as follows, viz.:—

A certain tract or parcel of land situated in the centre of Westborough in the county of Worcester and Commonwealth of Massachusetts, and bounded as follows, viz.:— Beginning at a stone bound at the southeasterly corner of the granted premises, between the tracks of the Boston and Albany Railroad Company, thence north 89° west, by land of said Boston and Albany Railroad Company, one hundred and thirty nine and seven tenths (139.7) feet to a stone bound; thence north 0° 30' west, by land of Abbie M. Bartlett, one hundred and six and seventy five one hundredths (106.75) feet to a stone bound; thence south 89° east, by land of Abbie M. Bartlett, one hundred

...red thirty-nine and seven-tenths (139.7) feet to a stone bound; thence south 0° 30' east, by land of the said Abbie M. Bartlett, one hundred and six and seventy-five-one-hundredths (106.75) feet to the point of beginning. Together with a right of way over a strip of land ten feet in width joining the west end of the granted premises, a right of way over a strip of land forty feet in width joining the north side of the granted premises, and a right of way from said premises to East Main Street, over the existing private way forty feet in width, to land of Mary F. Kimball, and thirty-three feet in width from there to East Main Street, in common with other abutters. It is intended to include herein all the premises, privileges and appurtenances that were acquired by the Marlborough and Westborough Street Railway Company from Edward F. Blodgett, under a deed from him to it dated February 25, 1901, recorded with the Worcester District Deeds libro 1680, folio 226.

2. The following described lot of land situated on the southeasterly side of East Main Street in Westborough, in the county of Worcester and Commonwealth of Massachusetts, with the car sheds thereon, containing two and fifty-seven one-hundredths (2.57) acres as shown on a plan of land at Westborough aforesaid, conveyed by Achsah N. Fay to Edward F. Blodgett, surveyed June, 1900, by E. C. Appleton, C. E., recorded with the Worcester District Deeds, book 1645, p. 655, to which plan reference is hereby made for courses and distances; bounded northwesterly by said street, two hundred eighty-seven and three tenths (287.3) feet; northeasterly by land of Achsah N. Fay, four hundred ninety and ninety-five hundredths (490.95) feet; southeasterly by land of the Metropolitan Water Board of the Commonwealth of Massachusetts, one hundred forty-eight and forty-five hundredths (148.45) feet; and southwesterly by land of said Water Board, four hundred and sixty-five (465) feet; the last line running through the middle of a ditch, there being a stone bound at each corner of said tract abutting on land of Achsah N. Fay, and a stone bound at the margin of said

ditch at the southerly corner of said tract, over which bound the bear line runs to a stake in the middle of the ditch.

3. All the right of way in the city of Marlborough in the county of Middlesex and Commonwealth of Massachusetts included in the taking of the Marlborough and Westborough Street Railway Company, recorded September 20, 1900, according to plan filed in Book 2, Shelf 13, and description recorded in vol. 2, p. 19, of the Street Railway location in the office of the Clerk of County Commissioners of Middlesex County, to which plans and description and records thereof reference is had for a more particular description. Certain parcels of the above described tract have been conveyed and are described in certain deeds, as follows:-

(a) From George A. Howe of Parcels No I, II and IV conveyed by deed dated January 4, 1901, and recorded with the Middlesex South District Deeds, Book 2880, p. 250.

(b) From John E. Stratton of Parcel No XIV, conveyed by deed dated January 18, 1901, and recorded with the Middlesex South District Deeds, Book 2880, p. 247.

(c) From Patrick Quinn of Parcel No IX, conveyed by deed dated February 5, 1901, and recorded with the Middlesex South District Deeds, Book 2880, p. 250.

(d) From Francis C. Curtis and Sarah B. Curtis of Parcel No III, conveyed by deed dated November 1, 1900, and recorded with the Middlesex South District Deeds, Book 2880, p. 252.

4. A lot of land containing three thousand eight hundred and seventy-seven square feet, situated in the northerly part of the town of Westborough, and bounded as follows, viz: Beginning at the most southwesterly point of the granted premises, on the northerly side of East Main Street, at a corner of land formerly of James Brady, deceased; thence north 11° 31' west by said Brady land forty-seven and ninety-seven one-hundredths feet (47.97) to a bound; thence south 85° 46' east by land of Hon. J. O'Brien one hundred sixty-five feet to a bound on northerly side-line of said East Main Street; thence south

77° 21' west by said East Main Street one hundred and fifty-eight feet to the point of beginning. Deed recorded with the Worcester District Deeds, Book 1680, pg. 127.

5. A lot of land situate in said Westborough and bounded and described as follows: Beginning at the southeast corner thereof at the northerly side of the county road from Westborough to Southborough and at land now or late of John O'Brien; thence westerly by said county road twenty-five (25) feet more or less; thence westerly by land of Kate Brady six hundred and seventy-five (675) feet, more or less, to land of S.A. Gilmore; thence northerly by land of said Gilmore fifty (50) feet; thence easterly by land of the said Kate Brady by a line parallel with and fifty feet distant from the line second above described seven hundred and five (705) feet, more or less, to land of said O'Brien; thence southeasterly by said O'Brien's land forty-five (45) feet, more or less, to the point of beginning at said road. Said parcel is a strip fifty feet wide throughout except at the eastern end thereof, lying twenty-five (25) feet on each side of a centre line beginning at station 55 by 96 of said Railway Company; thence running south 88° 34' east one hundred and fifty and eight tenths (150.8) feet; thence by a curve to the south with a radius of four hundred and sixty three (463) feet, ninety-eight and eight hundredths (98.08) feet; thence south 76° 30' east three hundred and nineteen and five tenths (319.5) feet; thence by a curve to the north with a radius of six hundred and eleven and six tenths (611.6) feet, ninety-nine and two tenths (99.2) feet; thence south 89° 46' east fifty (50) feet to land of said O'Brien.

Reserving rights of crossing to Kate Brady and her heirs and assigns recorded with the Worcester District Deeds, book 1665, page 529.

6. A certain tract of land, situated in the northerly part of the town of Westborough in the county of Worcester and Commonwealth of Massachusetts, containing ninety-five one-hundredths of an acre and described as follows, viz.: Beginning at the centre line of the track of the Westborough and Southborough Street Railway Company at land

recently purchased by said Railway Company of Percy A. Gilmore, thence north 67° 01' east three hundred (300) feet; thence curving to the right on the arc of a circle whose radius is two hundred and forty-seven and fifty-five hundredths (247.55) feet, one hundred (100) feet; thence south 78° 14' east one hundred and fifty (150) feet; thence curving to the left on the arc of a circle whose radius is four hundred and seventeen and forty-five one-hundredths (517.45) feet seventy-four and one-tenth (74.1) feet; thence south 88° 34' east two hundred and nine-tenths (200.9) feet to land recently purchased by said Railway Company of Nate Brady; said tract of land being a strip fifty (50) feet in width lying twenty-five (25) feet in width on each side of the above described centre line.

7. A lot of land situated in Westborough, in the county of Worcester and Commonwealth of Massachusetts, lying northerly and northeasterly from Nashell Street, containing two and seventy-nine-one-hundredths (2.79) acres, more or less, and bounded southwesterly by land of the Street Railway Company; southerly by land of Percy A. Gilmore, by a line drawn parallel with and distant twenty-five feet southerly from the base or centre line of the location of the track or tracks of the said Street Railway Company through land of said Percy A. Gilmore; easterly by land now or late of Stephen G. Gilmore; and northerly by other land of Percy A. Gilmore, by a line drawn parallel with and distant twenty-five feet northerly from the aforesaid base or centre line, being the tract shown on a "plan showing location of Marlborough and Westborough Street Railway through land of Percy A. Gilmore in Westborough, Mass., June 1, 1900, C. F. J. Bailey, Civil Engineer."

Subject to conditions in said deed contained.

8. A lot of land situated on Nashell Street in said Westborough, and bounded southerly by Nashell Street, northeasterly by land of Percy A. Gilmore, and northwesterly by land formerly of Charles Warren, being the same premises to the Street Railway Company conveyed by Charles Wheeler by his deed dated August 25, 1900, and recorded with the Worcester District Deeds, Book 1656, page 615.

containing exactly three-fourths of an acre, and subject to all rights of way along the westerly side of the granted premises now legally held by any person or persons;

7. A lot of land containing sixty-six one-hundredths (.66) of an acre, situated in the northerly part of the said town of Westborough and described as follows: Beginning at the centre line of the track of said street railway company on the easterly side line of the Massachusetts State Highway; thence by an arc of a circle to the right, with a radius of one hundred and seventy-one and seven-tenths (171.7) feet, one hundred fifty-four and nine-tenths (154.9) feet; thence south 67° 10' east twenty-five (25) feet; thence by an arc of a circle to the left, with a radius of two hundred and sixty-eight and seven-tenths (268.7) feet, one hundred and fifty (150) feet; thence north 80° 40' east seventy-five (75) feet; thence by an arc of a circle to the right, with a radius of one hundred and eleven and three-tenths (111.3) feet, one hundred and seventy (170) feet to the westerly line of Haskell Street; said land being bounded on the east by said Haskell Street, on the north by land of Perry Adams, said north line being parallel with the above-described centre line and twenty-five (25) feet therefrom, on the west by said State highway, and on the south by land of Perry Adams; said south line being described as follows: Beginning at a point opposite the commencement of the curve in said State Highway and eight and sixty-five one hundredths (8.65) feet therefrom, measured at right angles to the centre line of the track; thence at said angle sixteen and thirty-five one-hundredths (16.35) feet; thence parallel with the above-described centre line and twenty-five (25) feet therefrom to a point opposite the end of the curve in Haskell Street; thence at right angles to the centre line of the track sixteen and five-tenths (16.5) feet to the westerly side of Haskell Street. Deed recorded with the Worcester District Deeds, Book 1680, p. 125.

10. A certain tract of land with the buildings thereon, situated on the southeasterly side of Chauncy Lane in Westborough in the County of Worcester and Commonwealth of Massachusetts, as shown

on a plan of land in Westborough, Mass., conveyed by Charles F. Jenny to Edward F. Blodgett, surveyed June, 1900, by E. C. Appleton, Westborough, Mass. recorded with the Worcester District Deeds, Book 1646, page 653, to which plan reference is hereby made for more particular description bounded: northeasterly by land of the Commonwealth of Massachusetts occupied by the Westborough Insane Hospital; southeasterly by Lyman Street; westerly and southwesterly by land of the C. Brigham Company and northwesterly, westerly, northwesterly, northeasterly and northerly by said Chauncey Pond. Containing five and one half acres, more or less.

Being the same premises conveyed to Edward F. Blodgett by deed of Charles F. Jenny, dated July 10, 1900, and recorded with the Worcester District Deeds, Book 1655, page 335.

II. All property, rights, privileges and franchises of every kind and nature which the Railway Company shall hereafter acquire; the Company hereby covenanting with the Trustee and its successors, that from time to time as the Railway Company acquires and comes into the possession or enjoyment of such additional property (real or personal), rights, privileges and franchises, the same shall become and remain subject to the lien of this mortgage as fully and completely as though owned and possessed by the Company at the date hereof; and that it will from time to time, on request, make and deliver to the Trustee (the same to be suitably acknowledged for record) such deeds or other instruments in writing as may be appropriate to vest the title thereto, free from all liens and encumbrances, in the Trustee, to be held upon and subject to the trusts and agreements herein contained.

III. All contracts and choses in action now or hereafter belonging to the Railway Company, and all the income and revenues accruing or to accrue on or from the mortgaged property.

To have and to hold the granted premises

with all the rights, privileges, franchises, revenues and income unto the same appertaining, to said American Car and Trust Company, its successors and assigns forever, to its and their own use forever. But in Trust, Nevertheless, for the equal and proportionate benefit and security of the holders from time to time of said bonds bearing even date herewith, issued and to be issued under this Indenture, without preference, priority or distinction, as to lien or otherwise, of any one bond over any other bond, by reason of priority in the issue or negotiation thereof, or for any reason whatsoever.

And it is hereby declared and agreed that all the bonds secured or to be secured hereby shall be certified, delivered and issued, and that the mortgaged premises shall be held, subject to the following further provisions, conditions, trusts and agreements, to wit:—

Article 1. So long as the Railway Company shall observe and perform all and each of the premises, agreements, covenants and stipulations in said bonds and coupons and in this mortgage contained, and shall well and truly pay, or cause to be paid, the interest on said bonds and the principal thereof, at the times and in the manner and at the place herein provided, the Railway Company shall retain the possession, use and enjoyment of all the mortgaged property, assets, contracts, choses in action, rights, franchises and privileges, together with the income, issues and profits thereof, without let or hindrance from the Trustee.

Article 2. But in case the Railway Company shall,—

(a) Make any default in the payment of either the interest or principal of any of the bonds or coupons secured by this mortgage, according to the tenor thereof, whether demand of such payment be made at the office of the Trustee on the day when such interest or principal becomes due, or at any time thereafter, and the default shall continue for sixty days from and after such due date; or

(b) In case the Railway Company shall

fail to pay any taxes, assessments or public charges of any nature whatsoever, which may be lawfully levied upon the mortgaged property, privileges or franchises by any public authority whatsoever, and such failure shall continue for a period of sixty days after the same become due or payable, but if the legality of any such taxes, assessments or public charges is disputed by the Railway Company, then, in that event, no case such failure shall continue for a period of sixty days after it shall have been finally adjudged to be validly due or payable; or

(c) In case the Railway Company shall fail when duly made by the Trustee, to execute and deliver to the Trustee such further deeds and conveyances as the Trustee may require for the better assuring to the Trustee the title to any property, powers, privileges, rights or franchises now owned or which may hereafter be acquired by said Railway Company, hereby and hereby mortgaged or agreed to be, and such failure shall continue for a period of sixty days after such demand; or

(d) In case the Railway Company shall in any manner fail to do, observe or perform any of the things, provisions or promises required by the terms of said Bonds and coupons or of this Indenture to be by it done, observed or performed, and such failure shall continue for a period of sixty days after notice thereof given to it by the Trustee; or

(e) In case the Railway Company shall do or omit to do any act by which it shall lose, or forfeit any licenses, rights, privileges or franchises necessary to enable the Company to operate and maintain any substantial portion of its railway line (but no revocation of a location without the fault and against the protest of the Railway Company shall be considered as a default within the meaning of this clause);

Then, and in any such case the Trustee may, in its discretion (and when the request of the holders of more than one-fifth of the Bonds at the time outstanding secured

by the mortgage, and whom being furnished with sufficient funds, for the purpose, be indemnified to its reasonable satisfaction, it shall be the duty of the Trustee, forthwith to take all lawful steps for the foreclosure and in pursuance of the rights hereby secured to it as Trustee for the holders of said bonds and coupons, to this end, dispensing the homage of every or sale, herein contained, or both, or taking whether judicial proceedings by action, suit or bill in equity, as the Trustee, being advised by counsel, shall deem best for the interest of the bondholders. The Trustee's decision as to which of the remedies herein provided, or of those provided by the laws of Massachusetts, it shall adopt, shall be conclusive.

Article 3. In case of any default or failure as aforesaid occurring and continuing as herein provided, the right of the Railway Company to possession of the mortgaged premises shall ipso facto cease and determine, and the right of possession shall vest in the Trustee, without any action on its part; and the Trustee, having become so entitled to possession, may, at any time during the continuance of such default or failure, take possession of the mortgaged premises, including all the Railway Company's books of record or account, deeds, leases, contracts, correspondence and writings of whatsoever nature, and remove and put out the Railway Company's officers and agents, and each and every occupant; and may have, receive, sue for, collect and receipt for, in the Trustee's own name or in the name of the Railway Company, or of any assignee thereof, all and singular the income of the Railway Company, from whatever source derived or accruing in connection with the mortgaged property, including any and all duty, claims and demands, of whatever nature. The Trustee may surrender or cause to be surrendered, the possession of the mortgaged premises and property, if, at the time of such surrender, it has in hand sufficient funds belonging to the trust to pay all said costs, expenses and charges, and all arrears due and unpaid interest as well, so that all defaults hereunder prior to the Trustee shall

on such succession of possession, always to it be in substantially as existed. Any such restoration of possession shall be without prejudice to the rights of the Trustee or the bondholders as regards any subsequent default by the Railway Company.

The Trustee in possession may operate, maintain and carry on the lawful business of the Railway Company, carry out and perform its contracts and make new contracts touching the management and operation thereof, as fully to all intents and purposes as the Railway Company might do or could have done had it remained in possession, the Trustee doing so in behalf of and at the expense of the trust estate. It may also, so long as it remains in possession, make and incur such expenditures as it shall deem best for the purpose of maintaining and preserving the property, and incur all such charges, renewals, replacements, alterations, additions and improvements, as the Trustee shall deem judicious, all the expenses so incurred to be a charge upon the trust estate.

Article V. The Trustee, in case it shall so happen, as freely authorized and empowered, instead of proceeding to take possession of the mortgaged property itself or its agents, as hereinbefore provided, to enforce and exercise any and all rights and possession, or any of the provisions of this instrument, by invoking the aid of any court of competent jurisdiction, either of the United States or of the State of Massachusetts, it being understood and declared that the enforcement of such right, or of any of the provisions hereof through the said, of said court, whether of law or equity, shall be regarded as a cumulative remedy, and one notice shall not in any manner debar the Trustee or bondholders of any right or remedy that may be conferred upon either by the provisions of this mortgage, and the Trustee shall be entitled, as a matter of substantial right, upon filing a bill in equity, whether for a foreclosure of the mortgage or for the enforcement merely of the right of possession, to the appointment of a

receiver of the mortgaged property, rights, privileges and franchises, with the income, revenues, issues and profits thereof, with such powers as the court, whether State or Federal, making the appointment, may confer; and in any such case the Trustee shall be entitled, at its election, to have the appointment made forthwith upon notice to the respondent, the Railway Company hereby expressly waiving notice in any such case of any application for the appointment of a receiver. Such right to the appointment of a receiver, in case of a default made and continued as aforesaid, is not to be construed as in the nature of a penalty, but as a contract right conferred upon the Trustee and its successors, to enable it and them fully to administer and execute the trust hereby created, and as a portion of the security in consideration of which the indebtedness evidenced by the bonds hereby secured, or intended so to be, is created.

Article 5. The Trustee, after default or failure on the part of the Railway Company as aforesaid occurring and continuing as hereinbefore provided, is hereby expressly authorized and empowered, either with or without previously taking possession of said property, powers and franchises, or any of them, and regardless of the question whether the principal of the bonds be yet due or not, to sell (by one sale or successively through several sales) the mortgaged property, rights and franchises at public auction, to the highest bidder, at such times and places as it may designate, having first published notice of the time, place and terms of sale, in the manner and for the time required by the statutes of Massachusetts relative to foreclosure of mortgages through the exercise of a power of sale, and, in addition thereto, not less than twice a week for at least four consecutive weeks in one or more newspapers of general circulation published in the city of Boston, Mass. The Trustee shall have the right to adjourn any such sale from time to time in its discretion, giving reasonable notice of such adjournment by published advertisement, and to make the sale pursuant thereto.

The Trustee is hereby further authorized and empowered, either in its own name or in the name of the Railway Company, to make, execute, acknowledge and deliver to the purchaser or purchasers at any such sale good and sufficient deeds of conveyance of the property sold; and any sale made as aforesaid shall be a perpetual bar, both in law and equity, against the Railway Company and all persons claiming the property sold, or any interest therein. If the property is disposed of in parcels, each purchaser shall take good title, notwithstanding that enough may have been already received to satisfy the debt hereunder. In affecting the title to any property purchased at any such sale, the statements set forth in any affidavit made by the President or Treasurer of the Trustee and appended to the deed of conveyance relating to the time and manner of giving written notice of any default or to the time and manner of giving notice of such sale, shall not be objected to as contradiction, or disputed by any party or parties, but shall conclusively be deemed to be true. The Trustee, or any one or more of the bondholders or any person or persons interested, may purchase the property at any sale of the mortgaged premises, whether made under the power of sale hereinbefore contained or pursuant to a judicial decree. The net proceeds of the sale or sales shall be applied and disposed of as provided in Article 9.

Article 6. The foregoing [illegible] and sale are each and both of them cumulative to the ordinary right of foreclosure by entry, suit or action, and to any remedies at law or in equity for protecting or enforcing the mortgage created. The rights of foreclosure may be enforced against either the mortgaged property at one time and in one proceeding, or against portions of it successively and in separate proceedings; and the Railway Com-

hereby waives any and all rights of stay and redemption now or hereafter provided by the statutes of Massachusetts. In case of a default in payment of the interest or principal of said bonds, when due and payable according to their terms, or by declaration as in Article 7 provided, or in the observance or performance of some condition, agreement or covenant of the Railway Company herein contained, the Trustee may, in its discretion, and upon the written request of the holders of more than one fifth in amount of the bonds thereby secured then outstanding and upon being indemnified to its reasonable satisfaction, shall proceed to protect the rights of the holders of said bonds by any appropriate proceedings at law or in equity as counsel may advise. The institution of any foreclosure or other proceedings by suit or action, at equity or law, shall not be construed as a waiver of the Trustee's right of entry and possession.

The right to take proceedings for foreclosure, recovery, shall be, and is hereby vested primarily in the Trustee; and no bondholder or bondholders shall take any proceedings against the Railway Company to enforce the provisions of this mortgage, unless the Trustee shall first have been requested by him or them in writing to act, and the Trustee shall have unreasonably refused or neglected so to do.

Article 7. In case of any default, or failure as aforesaid on the part of the Railway Company, occurring and continuing as hereinbefore provided, the Trustee, upon request in writing of the holders of four fifths of the bonds at the time outstanding, shall declare the principal of all bonds thereby secured immediately due and payable, and the same shall thereupon become so due and payable, anything in said bonds or this indenture to the contrary notwithstanding; but no declaration of days, principal to be due and payable shall be a condition precedent to the exercise of the right to sell hereby or to the

of the bonds hereinbefore referred to, confirmed by the Trustee or pursuant to any decree of court, the Railway Company hereby expressly covenants that, upon a default as aforesaid, it will execute and deliver all such further deeds, conveyances and assurances as may be reasonably required for the better assuring unto the Trustee, or to such purchaser or purchasers as it may direct, the mortgaged property, rights, privileges and franchises hereby granted or intended so to be, or any part thereof, and all the estate, right, title and interest of the Railway Company therein, and will do all such other acts and things as may be reasonably required for the more effectually vesting in the Trustee, or in such purchaser or purchasers as it may direct, the said property, rights, privileges and franchises, and every part and parcel thereof.

And in the event of any sale or sales of the properties and premises hereby mortgaged, or intended so to be, or of either or any part thereof, whether made pursuant to any power of sale herein granted or by judicial authority, then and in any such case the principal of all the said bonds then outstanding and intended to be hereby secured, if not due, by their terms as herein provided, shall forthwith become due and payable, anything in this indenture or in the bonds thereunto to the contrary notwithstanding.

Article 8. In case of any such foreclosure of the mortgaged property, either by virtue of said power of sale, or pursuant to the order or decree of any court, any of the bonds hereby secured and any matured and unpaid coupons of such bonds, accompanying the same, may, if they see fit, be used and taken toward the payment of the purchase money and, so far as the same will extend, at the rate for the principal thereof, ascertained under the provisions contained in Article 4 hereof. At any sale, the bondholders, or any of them, may personally or by a committee, bid for and purchase said property, and make payment therefor, in whole or in part, by turning over bonds and matured and unpaid coupons as aforesaid; and, when complying with the terms of the bid, may hold, retain, and dispose of the property without further accountability therefor.

No purchaser at any such sale shall be bound to ascertain the authority of the

Trustee to make it, or to inquire as to any facts required by the provisions hereof as conditions precedent to the exercise of such authority; nor shall any purchaser be bound to see to the application of the purchase money.

Article 7. Out of the proceeds of any sale or sales of the mortgaged premises or property, whether made in the exercise of the power of sale aforesaid or pursuant to decree of court, the Trustee shall in the first place reimburse itself and pay and discharge all costs and expenses incurred in or about such sale or otherwise in respect of the premises, including reasonable remuneration for its own services, and shall in the next place ratably the same to the payment of the principal moneys secured by such of the bonds issued under and secured by these presents as shall then be outstanding, whether the said principal moneys shall be then or thereafter due or payable, whenever the same have been issued, and the interest thereon to the date of such application or payment, and shall pay over the surplus of the said proceeds of sale, if any, to the Railway Company. And, in case the proceeds shall be insufficient, after payment of the said costs and expenses, to pay in full the said principal moneys and interest, the residue of the proceeds of such sale, after payment of the said costs and expenses, shall be apportioned ratably, and, without any preference or priority, among all the holders of said outstanding bonds and the coupons belonging thereto, according to the amount of the said principal moneys and interest represented by their bonds and coupons respectively.

It is distinctly understood and agreed, however, that neither any coupon belonging to any bond hereby secured, nor any claim for interest on any registered bond, which shall in any way have been transferred or pledged separate and apart from the bond to which it relates, at or subsequent to the maturity of such coupon or interest claim

RECORD'S PRESERVATION

"Funded by the Southborough Community Preservation Act"

TREATMENT REPORT
October 2007

TOWN RECORDS 1894-1932 SOUTHBOROUGH, MA

Condition on receipt: Book previously rebound. Paper acidic, weak, torn and chipped at edges.

Treatment: Book dismantled and binding materials removed. Gross tears mended with Japanese tissue or Crompton heat set tissue. Paper deacidified using magnesium oxide. Sheets encapsulated in archival grade polyester envelopes. Envelopes bound in three record binders.

BROWN'S RIVER RECORDS PRESERVATION SERVICES ESSEX, VT